

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 6-26-02	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Army Engineering & Support Center, Huntsville ATTN: CEHNC -CT-S/Laura Harbin 4820 University Square Huntsville, AL 35816-1822		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO.	
			×	DACA87-01-R-0023	
			9B. DATED (SEE ITEM 11) 9-10-01		
			10A. MODIFICATION OF CONTRACTS/ORDER NO.		
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER. (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

STANDARD FORM (SF) 30 BLOCK 14 CONTINUATION PAGE

1. Amendment 0004 is issued to make the following changes:
 - a. Section B, Supplies or Services and Prices/Costs, has been significantly revised, and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - b. Section C, Description/Specifications/Work Statement, has been significantly revised and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - c. Section E, Inspection and Acceptance Terms. Clause 52.246-5, Inspection of Services—Cost Reimbursement, has been deleted in its entirety and changes have been made to 52.246-4013, Acceptance. Offerors should read the entire section for changes.
 - d. Section F, Deliveries or Performance. Paragraph F.2, Post Award Conference, has been deleted and replaced with Paragraph F.3, Performance Period. Paragraph F.3, Commencement of Service, has been added. Offerors should read the entire section for changes.
 - e. Section G, Contract Administration Data, has been significantly revised and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - f. Section H, Special Contract Requirements, has been significantly revised, and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - g. Section I, Contract Clauses, has been revised in its entirety, as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - h. Section J, List of Documents, Exhibits, and Other Attachments, has been significantly revised and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - i. Section K, Representations, Certifications, and Other Statements of Offerors or Respondents, has been significantly revised and as a result a detailed description is not possible. Offerors should read the entire section for changes.
 - j. Section L, Instructions, Conditions, and Notices to Offerors, has been significantly revised and a detailed description is not possible. Offerors should read the entire section for changes.
 - k. Section M, Evaluation Factors, has been significantly revised and, as a result a detailed description is not available. Offerors should read the entire section for changes.

2. To facilitate the posting of these changes, the following pages are hereby deleted and the revised pages substitutes therefore:

<u>SECTION</u>	<u>DELETE</u>	<u>SUBSTITUTE</u>
A	Page 1	Page 1 (Amend 0004)
B	Pages 2 through 6	Pages B-1 through B-6 (Amend 0004)
C	Pages 7 through 13	Pages C-1 through C-7 (Amend 0004)
E	Pages 14 through 15	Page E-1 (Amend 0004)
F	Page 16	Page F-1 (Amend 0004)
G	Pages 17 through 18	Pages G-1 through G-2 (Amend 0004)
H	Page 19	Pages H-1 through H-3 (Amend 0004)
I	Pages 20 through 31	Pages I-1 through I-11 (Amend 0004)
J	Pages 32 through 67	Page J-1 through J-28 (Amend 0004)
K	Pages 68 through 76	Pages K-1 through K-10 (Amend 0004)
L	Pages 77 through 90	Pages L-1 through L-18 (Amend 0004)
M	Pages 91 through 92	Pages M-1 through M-3 (Amend 0004)

3. Revised pages have been provided to indicate changes made by this amendment; however, there is no responsibility on the part of the Government that these are the only revisions. Changes are indicated in bold print.

4. Revised pages have been provided to indicate changes made by this amendment; however, there is no responsibility on the part of the Government that these are the only revisions. Changes are indicated in bold print.
5. Offerors must acknowledge receipt of this amendment with their proposals at the required closing date and time.
6. All other terms and conditions remain unchanged. The closing date and time for receipt of proposals is extended from 30 June 2002 to 4 November 2002, 2:00 p.m. local time.

Section B

EXECUTIVE SUMMARY

B.1 OBJECTIVE. To privatize the natural gas, electric, and water and wastewater utility distribution system(s) at Fort Polk, LA (hereafter referred to as the “Installation”) and to procure the utility distribution services of electricity, natural gas, water and wastewater from the new owner(s). Privatization is the conveyance of ownership of a utility system, or part of a utility distribution system to a municipal, private, regional, district, or cooperative utility company or other entity and the simultaneous procurement of the utility services from the new owner of the system. The acquisition of gas, electricity, water and wastewater as a commodity is not included in this contract.

B.2 BACKGROUND. DOD Reform Initiative Direction #49 states that the DOD will privatize all of its electric, water, wastewater, and natural gas utility systems, except where privatization is uneconomical or where unique security reasons mandate continued Government ownership.

B.3 CONTRACT STRUCTURE. The U.S. Army Engineering and Support Center, Huntsville will utilize a two-step process to privatize the Utility Distribution Systems at Fort Polk. After award of a contract, a task order will be issued for Systems Characterization, Inventory and Work Plan. Based on the information provided by the contractor as result of this task order (system characterization and work plan), the Government will determine if it is economically feasible to privatize in accordance with the criteria set forth in Title 10 of the US Code, Section 2688. If it is determined to be economically feasible to privatize the utility distribution system will be conveyed to the contractor and a task order will be issued for the Utility Distribution Services. If a decision is made that it is uneconomically feasible to privatize, the contract will be terminated for the convenience of the Government at no additional cost.

B.4 TECHNICAL AND PRICE PROPOSAL. Each offeror shall submit proposals in accordance with Section L.

B.5 INSTRUCTIONS FOR COMPLETING SCHEDULE B. Schedule B represents the offerors price for services.

B.5.1 Acquisition Price (CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA). The offeror shall offer a price for conveyance of all right, title, and interest of the United States in the utility system.

B.5.2 Systems Characterization and Work Plan (CLIN(s) 0001AB, 0002AB, 0003AB, 0004AB, 0005AB). The offeror shall propose firm fixed price for execution of the services described in Section J, Attachment J.1.

B.5.3 Utility Services (CLINs 0001AC, 0002AC, 0003AC, 0004AC, 0005AC). The offeror shall propose a fixed monthly charge for 36 months. The fixed monthly charge shall include costs to provide utility services to the installation including operation and maintenance and capital recovery for routine replacements and renewal costs. Prices proposed for the Fixed Monthly Charge shall be based on expected price levels during the first three years of utility service. This price will be redetermined in accordance with Section I, clause 52.216-5, Price Redetermination-Prospective.

B.5.4 Capital Investment Recovery (CLIN 0001AD, 0002AD, 0003AD, 0004AD, 0005AD). The offeror shall propose capital investment recovery in accordance with Sections H and L. Capital costs include the initial capital upgrades, the recoverable portion of the Acquisition Price, mobilization capital costs, and capital costs of other upgrade, improvement, or system expansion/addition projects proposed throughout the contract. The monthly cost of service charges (as described in H.9) for each capital project shall be summed to define cost of service charge for this CLIN. The CLIN is indicated as “TBD” until amortization schedules are developed, submitted and approved.

B.5.5 Credit as Payment for Acquisition Price (CLINs 0001AE, 0002AE, 0003AE, 0004AE, 0005AE). The offeror shall offer a credit against the annual service charges as payment for the utility distribution system. This credit may take the form of a lump sum credit or a reduction in monthly charges for the utility services provided.

B.6 OFFERS FOR MULTIPLE SYSTEMS. Offerors are not required to propose on all of the utility systems contained in the schedule. Offers may be submitted on individual system(s) or on groups of systems on an all or none basis. For all offers, whether grouped or not, the offeror shall provide a separate price schedule for each contract line item (CLIN). Offers on grouped systems, that do not include a separate price schedule for each CLIN, will not be considered for award. For purposes of the economic comparison required by Title 10 USC 2688, each system will be analyzed separately. Offerors are advised that if any individual system within a grouped offer does not satisfy the economic criteria for award the grouped offer will not be considered. The water and wastewater systems are considered as one system for proposal submission and contract award.

B.7 CONTRACTING AUTHORITY. This contract will be awarded pursuant to the authority granted to the Secretary of the Army by 10 USC 2688, for Privatization of Defense Utility Systems.

SUPPLIES OR SERVICES AND PRICES.

SCHEDULE B

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0001	Natural Gas Distribution System, Fort Polk			
CLIN 0001AA	Acquisition Price, Fort Polk Natural Gas Distribution System. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0001AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$ _____	\$ _____
CLIN 0001AB	System Characterization and Work Plan - Gas (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$ _____	\$ _____
CLIN 0001AC	Utility Services, Gas Distribution System, in accordance with Section B, Paragraph B.5.3, and Section J, Attachment J.2)	36 MO	\$ _____	\$ _____
CLIN 0001AD	Capital Investment Recovery, Gas Distribution System, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0001AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit # of months	____ MO (fill-in the # of months)	\$ (_____))	\$ (_____))
CLIN 0002	Electric Distribution System, Fort Polk			
CLIN 0002AA	Acquisition Price, Fort Polk Electric Distribution System. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0002AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$ _____	\$ _____
CLIN 0002AB	System Characterization and Work Plan – Electric (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$ _____	\$ _____
CLIN 0002AC	Utility Services, Electric Distribution System, in accordance with Section B, B.5.3 and Section J, Attachment J.3)	36 MO	\$ _____	\$ _____
CLIN	Capital Investment Recovery, Electric			

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0002AD	Distribution System, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0002AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	____ MO (fill-in the # of months)	\$(_____)	
CLIN 0003	Water and Wastewater Systems, Fort Polk			
CLIN 0003AA	Acquisition Price, Fort Polk Water and Wastewater Systems. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0003AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$ _____	\$ _____
CLIN 0003AB	System Characterization and Work Plan – Water and Wastewater Systems (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$ _____	\$ _____
CLIN 0003AC	Utility Services, Water and Wastewater Systems, in accordance with Section B, B.5.3 and Section J, Attachment J.4.	36 MO	\$ _____	\$ _____
CLIN 0003AD	Capital Investment Recovery, Water and Wastewater Systems, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0003AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	____ MO (fill-in the # of months)	\$(_____)	
CLIN 0004	All Systems, Fort Polk			
CLIN 0004AA	Acquisition Price, All Systems Fort Polk. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0004 AE for monthly credits) (See Section B, Paragraph B.5.1)	1 JB	\$ _____	\$ _____
CLIN 0004AB	System Characterization and Work Plan – All Systems (See Section B, Paragraph B.5.2 and Section J, Attachment J.1)	1 JB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0004AC	Utility Services, All Systems specified by the Offeror (See Section B, Paragraph B.5.3 and Section J, Attachments J.2, J.3, and J.4)	36 MO	\$ _____	\$ _____
CLIN 0004AD	Capital Investment Recovery, All Systems, in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD
CLIN 0004AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit # of months	____ MO (fill-in the # of months)	\$ (_____)	
CLIN 0005	Combination of Systems specified by the Offeror			
CLIN 0005AA	Acquisition Price, Combination of Systems specified by the Offeror. Indicate whether the payment will be in the form of a Lump Sum Credit or Monthly Credits (must complete CLIN 0005AE for monthly credits) (See Section B, Paragraph B.5.1) List Proposed Systems Here: _____ _____ _____	1 JB	\$ _____	\$ _____
CLIN 0005AB	System Characterization and Work Plan – Combination of Systems specified by the Offeror (See CLIN 0005AA).	1 JB	\$ _____	\$ _____
CLIN 0005AC	Utility Services, Combination of Systems specified by the Offeror (See CLIN 0005AA) in accordance with Section B, Paragraph B.5.3	36 MO	\$ _____	\$ _____
CLIN 0005AD	Capital Investment Recovery, Combination of Systems specified by the Offeror (See CLIN 0005AA), in accordance with Section B, Paragraph B.5.4, and Section H, Paragraph H.9)		TBD	TBD

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
CLIN 0005AE	Monthly Credit as Payment for Acquisition Price (see Section B, paragraphs B.5.1 and B.5.5) \$ _____ Monthly Credit _____ # of months	____ MO (fill-in the # of months)	\$ (_____)	
CLIN *0006	Other Services (e.g. New Connections and Expansions as determined over the life of this contract)		TBD	

*This is not an evaluated CLIN.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 REQUIREMENT. The contractor shall provide reliable, adequate, and dependable utility distribution services to all facilities at Fort Polk on a 24-hour, 365 days per year basis. The contractor shall be responsible for any and all service, or supply work required to provide the utility distribution service as specified. The Contractor shall furnish, install, operate, and maintain all facilities required to furnish the service hereunder. **The Contractor shall be responsible for all capital improvements necessary to maintain, modify, repair, upgrade, and expand each system to meet the installation's utility requirements listed herein.** The contractor shall provide all financing unless the Government chooses to pay for the improvements upon their completion. The contractor shall be responsible for all loss of or damage to all facilities, except that arising out of the fault or negligence of the Government, its agents, or its employees.

C.2 CHANGE OF OWNERSHIP. If the Contractor sells or otherwise conveys ownership of the system at any time during the contract period, the conveyance shall be subject to this contract and any subsequent owner shall become successor-in-interest under this contract. Changes in ownership of the Contractor's company, corporation or similar parent organization are subject to contracting officer approval in accordance with FAR Subpart 42.12, Novation and Change of Name Agreements.

C.3 Reserved.

C.4 WATER RIGHTS. The Government shall retain all Water Rights at Fort Polk. The Contractor will be allowed to withdraw ground water only for use within the installation. The Contractor shall not sell water to other customers outside of the Installation(s). Although the contractor will not own the water rights, the contractor shall be responsible for monitoring the quantity and quality of the water, recommending actions necessary to ensure an adequate water supply. This may include, but is not limited to studying the existing sources for capacity and quality, determining additional water source requirements, determining whether the existing source will meet regulatory requirements and proposing solutions for additional sources.

C.5 SAFETY AND HEALTH PLAN. The Contractor shall develop, document, and implement a safety and health plan for this contract, including a generic site safety and health plan prepared in accordance with DD Form 1664, Data Item Description (DID) P001; in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the applicable installation safety and health requirements, and the Contractor's approved safety and health plan. EM 385-1-1 is available at <http://www.hnd.usace.army.mil/techinfo>. AR 385-40 is available at <http://www.usapa.army.mil/qils/epubs5.html>. This generic site safety and health plan shall be submitted to the Contracting Officer for approval within 30 days after Task Order "Utility Services" award. A task/site specific plan shall be developed/adapted to the services that are not covered by the scope of the generic safety plan and shall be submitted and approved prior to performance of work. The Contractor shall comply with accident reporting requirements as outlined in the U.S. Army Regulation No. 385-40. All accident reports shall be submitted to the Contracting Officer.

C.6 QUALITY CONTROL AND ASSURANCE PLAN. The Contractor shall develop, document, and implement a quality control and assurance plan for this contract in accordance with DD Form 1664, DID P002. This quality plan shall be submitted to the Contracting Officer for approval within 30 days after Task Order "Utility Services" award. This task/site specific plan shall be developed/adapted to the services specified on the individual Task Orders as necessary and shall be submitted and approved prior to performance of the work.

C.7 PERFORMANCE, MEASUREMENT, AND VERIFICATION PLAN. The Contractor shall prepare and submit semi-annual performance reports in accordance with DD Form 1664, DID P015.

C.8 CONTRACTOR'S REPRESENTATIVES. The Contractor shall designate a Project Manager for each Task Order issued. The Project Manager shall be responsible for the complete coordination of all work under this contract. The Contractor's personnel shall provide positive identification (personal and corporate ID) and wear a company badge on his person, in clear view, at all times. Such personnel shall observe post safety, security, environmental regulations, and ordnance safety.

C.9 ROUTINE WORK. Routine work (scheduled maintenance, testing, and placement or retirement/removal of system components) shall be coordinated with the Contracting Officer or the Contracting Officers' Representative (COR), on a weekly basis, to ensure minimal impact to Post missions and operations. Contractor shall provide, in writing, the name of a single point of contact for coordination.

C.10 SERVICE AND TROUBLE CALLS. The Contractor(s) shall have 24 hour Service Office telephone numbers for reporting service outages and trouble calls. These numbers will be manned at all times by a Contractor employee or answering service (answering machines are not acceptable). The Public Works Service Order Desk will initially receive Service/Trouble Calls on post. The employee responsible for the Public Works Service Order Desk will call the appropriate Contractor's service office to report the outage. Restoration of service shall be coordinated with the Public Works Service Order Desk. The Contractor(s) shall record service outage calls for repairs, outages, and restoration of service, documenting time of call, time of service restoration, and cause of outage. This record shall include the service performed, the time of notification, the time expended repairing or restoring service, and the cause of the outage (if applicable). This information shall be provided to the Directorate of Public Works, Utilities Branch on a monthly basis. In addition, the Contractor(s) shall submit to the Contracting Officer's Representative (COR) a list of management personnel who can be reached during non-duty hours. At a minimum, the list shall contain names, position titles, and phone numbers.

C.11 CONNECTIONS/DISCONNECTIONS. The Contractor shall be responsible for adding and/or deleting service points no longer required as requested by the Contracting Officer (to be specified in task orders). Permanent disconnection shall be made at the main and service lines removed. **The Contractor must have approval from the COR before deleting service points.** Extension of temporary service to construction projects for the Government shall be coordinated directly with the Utilities Coordinator at the Installation DPW.

C.12 SITE RESTORATION. The Contractor shall ensure that all debris and materials are properly controlled at work areas and a final site clean-up is completed at the end of the construction or repair. The Contractor shall restore all work areas to a condition equivalent to that existing prior to the Contractor's work, including but not limited to cleanup, restoration of paved areas, vegetation, painting, removal of marks, and patching. **All materials, debris and soil, shall be removed from the Installation by the Contractor. Disposal of this material shall be in accordance with Federal, state, and local laws and regulations.**

C.13 SCHEDULED UTILITY OUTAGES. The Contractor shall cooperate with the Government and other contractors of the Government to coordinate service outages and underground utilities spotting to allow construction/repairs on the Installation. Costs associated with outages shall be incorporated into the price for operation and maintenance of each system. Scheduled outages shall be coordinated with the COR at least two (2) working days prior to the scheduled outage. Notification shall include date, time of outage, a list of buildings that will be affected and the estimated time until the service will be restored. Additionally, the Contractor shall notify all customers affected by the outage. The Government reserves the right to deny scheduled utility outages and reserves the right to cancel at any time, before or during, a scheduled outage. Cancellation of an outage in progress will be limited to situations involving mission critical activities, life safety, or where the outage will mean financial loss to the Government. If an outage is in progress the COR will contact the Contractor and coordinate the cancellation. The Contractor shall immediately inform the Government of instances where stopping work will place people or equipment in danger and agreement will be reached as to how soon service can be restored while achieving a safe system configuration.

C.14 EXERCISES AND CRISIS SITUATIONS REQUIRING UTILITY SUPPORT.

The contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, fires, etc.) and related exercises that require utility support. The contractor shall respond to these events as soon as possible after notification. The contractor shall advise and assist the on-scene commander until the event is abated.

C.15 EXCAVATION PERMITS AND NOTIFICATIONS. The Contractor shall coordinate all excavation activities with the Installation DPW. For routine excavations, the requesting party shall notify the DPW, in writing, a minimum of ten (10) working days prior to any scheduled excavation. The notification should include, the name, address, and phone number of the individual making the request, the exact location of the excavation site, the extent, nature and the duration of the excavation. The requesting party shall mark the proposed excavation location in

white, no more than 48 hours prior to excavation, and if required, meet with appropriate Government personnel by appointment at the site to discuss details. All utility system markings shall be in accordance with the following color code:

- a. Safety Red shall be used to mark electric power distribution and transmission facilities;
- b. High Visibility Safety Yellow shall be used to mark gas and oil distribution and transmission facilities;
- c. Safety Alert Orange shall be used to mark telephone, telegraph, cable television, video, and other telecommunications facilities;
- d. Safety Precaution Blue shall be used to mark water systems facilities; and
- e. Safety Green shall be used to mark sewer systems facilities.

The Contractor shall mark all contractor owned lines as needed for excavation. The Installation DPW will maintain a Request, using a number to track requests and permits. All parties will refer to the tracking numbers in correspondence. The DPW will notify each affected utility within 24 hours of receipt of requests. No routine, non-emergency digging is allowed without a permit, or after 4 p.m. on a weekday, or at anytime on weekends. Emergency excavation during normal working hours (between 0730 and 1600, Monday through Friday, excluding Federal holidays) shall be coordinated with the DPW and each utility contractor performing the excavation. The DPW can normally issue a permit within two hours during weekdays. On weekends, this process may take as long as six hours. The Contractor shall notify the DPW, CMB (Compliance Management Branch) prior to the commencement of any excavation within a Solid Waste Management Unit (SWMU) boundary (see maps in Section J). Emergency excavations will be at the risk of the party performing work, and such party will be liable for all damages and repairs unless the party performing the excavation coordinates the excavation with affected parties and the Installation DPW.

C.16 EMERGENCY NOTIFICATION PROCEDURES. Contractor personnel witnessing a fire, accident, criminal act, or threatening act or condition shall notify the proper authority on the installation by dialing 911, or personally reporting the act or occurrence to the installation Fire Department or Military Police. In case of emergencies (e.g. broken gas or water line, downed electric line, etc), the Contractor shall initiate corrective action and shall immediately notify the COR. The Contractor shall record the time of notification, the person notified, and the scope of the emergency or repair. The record of emergency or repair notification shall be maintained by the Contractor for a period of one year.

C.17 COMMUNICATIONS. Communications equipment (telephones or radios), required for execution of work management responsibilities on the installation, may be installed after receiving written approval from the Government. Additional communications equipment frequencies, antenna locations, and equipment placement in or on real property facilities shall be approved prior to installation or operation.

C.18 CONTRACTOR'S OPERATING AND SUPPORT FACILITIES. The Contractor will be permitted to locate/construct offices, maintenance shops, and materials storage/staging areas on installation property provided by the Government at no charge to the Contractor. New construction, repair, renovation, or remodeling of existing facilities shall comply with the installation's architectural standards and be fully coordinated with the installation prior to being undertaken. Any such use will be authorized by issuance of a no-cost license and/or easements. Structures specific to utility plant systems may be transferred to the Contractor, however the Government will retain title to the land. The Contractor, at its expense, shall furnish, install, operate, and maintain all facilities required to furnish the service hereunder (refer to paragraph entitled Support Services/Utilities). **The contractor shall be responsible for all loss of or damage to these facilities, except that arising out of the fault or negligence of the Government, its agents, or its employees. If the contract is terminated, all licenses and/or easements will be terminated and removal of the structure shall be the responsibility of the Contractor, unless other disposition terms are negotiated. Upon removal, the land upon which the structure is to be located shall be restored to its original condition.**

C.19 SUPPORT SERVICES/UTILITIES. If the contractor has support facilities on post, the following services and utilities will be the responsibility of the Contractor and will be provided on a reimbursable basis by the

Government. Reimbursement shall be at the Government established rate. The Contractor shall participate in the Installation's(s') Energy Savings Program. The Contractor shall attend specified training and will be subject to inspection and monitoring. The following list of reimbursable services is not all-inclusive:

- a. Natural Gas
- b. Electricity
- c. Sewage
- d. Potable Water
- e. Refuse Collection
- f. Phone
- g. Data lines

C.20 EASEMENTS AND RIGHT OF WAY. The Government will grant the Contractor an easement(s) to construct, own, operate, maintain, repair, and replace the utility system. The Contractor shall be responsible for obtaining licenses for access to equipment and/or facilities not conveyed to the Contractor and easements for any new or rerouted systems to be covered under the contract. Requests for new easements and/or licenses shall be submitted to the DPW through the COR. Easements/rights of way not on the installation shall be the responsibility of the Contractor to obtain, maintain, and fund. Site restoration shall be performed as described herein. Easements granted under this contract will not be exclusive (that is, they may be joint for other utilities) and will not prevent Government use of such areas for activities which do not present a safety hazard or prevent Contractor access for maintenance. Easements will be of minimal width to meet the specific, existing facility access needs. Easements will be subject to existing structures and improvements, and the Government will not be required to relocate existing facilities because of encroachment onto easements. The Contractor shall obtain and execute agreements for railroad crossings and similar easements with individual companies to whom exclusive rights of way/easements have been granted by the Government.

C.21 ACCESS TO POST. The easement(s) issued by the Government will grant the Contractor the right to enter the serviced premises for any proper purpose under the contract, subject to certain restrictions and/or special conditions required by the Installation. The Contractor shall be authorized routine access for the purposes of operation and maintenance, restoration of service, or meter reading. It is expressly understood that the Government may limit or restrict the right of access granted in any manner considered, in the Government's sole discretion, to be necessary (e.g., national security, public safety). Access for major construction projects shall be coordinated with the COR ten working days prior to performance of work. Access will be restricted in secure areas, live fire training areas, and during times when the post is secured due to threat or alert. Fort Polk is an open access post but may have controlled gate openings and closures during alerts or threat situations. Unscheduled gate closures by the Military Police may occur at any time, and personnel entering or exiting the installation may experience a delay due to vehicle inspection, registrations, wearing of seat belts, etc. When an unforeseen alert or threat occurs during normal duty hours, the Contractor shall accomplish routine scheduled work-in-progress at a later time. At the Government's option, the Contractor shall reschedule the work for accomplishment on a day approved by the Government. Plant operations and emergency work shall continue regardless of access restriction. **The contractor will receive only a time extension, but not a price adjustment, for any such delays based on lack of access to the installation.**

C.22 RESERVED.

C.23 PRIVATELY-OWNED VEHICLE REQUIREMENTS. Personnel operating a POV on the installation must comply with specific requirements of each Installation as published by the Fort Polk Provost Marshal's Office.

C.24 CONTRACTOR-OWNED VEHICLE REQUIREMENTS. Contractor-owned vehicles operated on the installation shall comply with specific Fort Polk requirements as published by the Provost Marshal's Office. Vehicles and equipment shall not be deemed acceptable if any of the following or similar conditions exist: missing or badly damaged fenders, lights, windshields, bumpers, or signal devices. The Contractor shall remove any vehicle or piece of equipment found by the Government to be unsafe or unable to function as designed from the job site immediately. The Contractor shall maintain legible markings (logo) conspicuously located on both sides of Contractor-furnished vehicles and/or equipment, which shall include as a minimum, the Contractor's name, telephone number, and vehicle identification number (VIN)(Contractor-assigned). Exceptions to this requirement may be granted by the post for vehicles that are readily identifiable (e.g., refuse disposal trucks, tractors, etc.) as special use vehicles as opposed to general transportation vehicles. Exceptions may also be granted to subcontractors

and Contractor-owned vehicles brought on post to perform emergency activities or to restore utility service during times of major utility outage.

C.25 VEHICLE MAINTENANCE AND FUELING PROHIBITIONS. An approved motor pool will be provided for vehicle maintenance with the condition of following motor pool operations environmental guidance which will be provided during a required 40 hour environmental Compliance Office (ECO) course. The Contractor shall not be allowed to have, on site, the capability of refueling any vehicles or equipment that the Contractor owns. **The Contractor shall get prior approval from Department of Public Works (DPW), ENRMD, CMB before any painting operation takes place.** The Contractor shall be required to provide for its own solid waste disposal.

C.26 ENERGY MANAGEMENT SYSTEMS. The Government reserves the right to install, operate and maintain systems and equipment for the reduction of energy usage. The Installation has been mandated to reduce energy consumption by 30% from 1985 levels by the year 2005. The Government reserves the right to operate propane-air plants or compressed natural gas plants and connect to and inject propane-air or compressed natural gas into the gas distribution line. The Government reserves the right to operate distributed generation plants and connect those plants into the distribution system provided the systems meet the design requirements of the contractor. The Government reserves the right to procure utility commodities from any source. If the Government desires to tie directly to a gas, electric, or water line or a different local distribution company, the Contractor shall provide, at a reasonable price, additional connections to the utility system as may be required.

C.27 ENVIRONMENTAL RESPONSIBILITY. The Contractor shall be responsible for compliance with all applicable Federal, State, and local environmental laws and regulations and any programs of this Installation that relate to or may arise under the performance of this contract. **The contractor may be entitled to an equitable adjustment as a result of any changes in environmental laws and regulations.** The Contractor shall designate an Environmental Quality Officer that will ensure the Contractor meets its environmental obligations and coordinates all environmental issues with the DPW Environmental Office. Penalty charges resulting from or against the Department of Defense, Department of the Army, or the Installation, or its agents, officers, or employees due to the Contractor's failure to comply with environmental laws, regulations, or programs, that relate or may arise under performance of this contract, may be deducted or offset by the Government from any monies due the Contractor. For hazardous chemical or petroleum, oil and lubricants (POL) spills caused by or under the control of the Contractor, the Contractor shall contain the spill with Contractor furnished materials. While the spill is being contained, the Fire Department and the DPW Environmental Office shall be notified immediately, along with the COR. Containment and notification shall occur simultaneously. **Cleanup and restoration shall be the responsibility of the Contractor, at no additional cost to the Government, to the satisfaction of the Contracting Officer.** The Emergency Planning and Community Right-to-Know Act (EPCRA) requires that site-specific information concerning hazardous chemicals use and releases be provided. The Contractor is required to maintain an inventory of hazardous materials under its control. This inventory shall be provided to the COR on a quarterly basis, both in writing and electronically. Inventories of hazardous substances shall include quantities received, amount used, and quantities turned in for disposal. The amount not accounted for will be considered as quantities that were released to the environment. Questions in reference to the EPCRA shall be directed to the DPW Environmental Office. **The Contractor shall handle, inspect, store transport, and dispose of all hazardous waste in accordance with 40 CFR Sections 260-265 and appropriate and applicable state regulations. Unless otherwise directed, the Contractor shall characterize all hazardous materials and hazardous wastes. Unless otherwise directed, the Contractor shall use its own EPA identification number in the manifesting, transport and disposal of hazardous wastes. Hazardous materials and hazardous waste training records shall be maintained onsite and shall be readily accessible to the Government.**

C.28 ENVIRONMENTAL STUDIES. The Contractor shall perform and submit environmental studies as necessary to perform the work under this contract in accordance with DD Form 1664, DIDs P016, P017, and P018. The Contractor shall be responsible for future environmental assessments, studies and coordination applicable to Federal, State, and local agencies. This shall include but not be limited to, assessments, studies, permitting and coordination necessary to comply with Federal, State, and local laws regarding environmental protection and enhancement, wetlands, endangered species, cultural/historic/archeological, and hazardous/toxic materials and wastes, as required for Federal Facilities.

C.29 REMOVED OR SALVAGED MATERIALS. Disposition of facilities and material removed from a system shall be the responsibility of the Contractor. If the cost structure is dependent upon in-place value, the salvage value of equipment removed from service prior to the end of its useful life shall be deducted from the in-place value of the system.

C.30 ABANDONMENT. Existing aboveground system equipment shall be removed when replaced or no longer utilized. The Contractor shall not abandon aboveground equipment in place unless approved by the Contracting Officer. The Contractor will not be responsible for any portion of the existing system abandoned in place prior to system conveyance. Abandoned plant (i.e. lines and poles) shall be documented in the initial system inventory and noted as remaining under Government control and/or ownership. In order to prevent hazardous conditions, the Contractor shall be responsible for ensuring that no interconnections exist between abandoned and utilized facilities.

C.31 LIMITED USE OF UTILITY FACILITIES. The utility systems may not be used to serve customers other than the Government without approval of the Contracting Officer. If approval is granted, the service shall not impact the cost of service to the Government or diminish the Government's ability to meet its mission readiness requirements. The Government will, in no manner, subsidize the cost of service to customers off the Government installation.

C.32 CHANGE IN CAPACITY, REQUIREMENTS, OR CHARACTER. The Contracting Officer shall provide the Contractor a copy of the annual updates to the 5-Year Capital Improvement Plan. The Contractor shall, after approval of the Contracting Officer and issuance of additional task order(s) or contract modification, upgrade or expand the utility distribution systems as required to provide acceptable service to all new or existing connections.

C.32.1 SERVICE TO NEW FACILITIES. For Government identified changes, the Contracting Officer will inform the Contractor of any material changes anticipated in the required system capacity or characteristics of the service required at each existing or new serviced location(s). For Contractor identified material changes, the Contractor will submit a work plan in accordance with DID(s) P010 and P013. Upon request from the Contracting Officer, the Contractor shall provide to the Government an estimate for system modifications (including upgrades, expansions, etc.) by individual project, providing project data and other pertinent information in accordance with DID P013. These changes will be implemented through additional Task Order(s) or contract modification(s) (see Section H, paragraph H.7 Method of Ordering).

C.32.2 PLANT ADDITIONS OR MAJOR REPLACEMENT. The Contractor will inform the Contracting Officer of any plant additions or major replacement anticipated in the required system capacity or characteristics in accordance with Section H, paragraph H.5 Annual Service Plan. These additions or replacements will be submitted by the Contractor to the Contracting Officer in the form of a work plan and in accordance with DID(s) P010 and P013. Upon request from the Contracting Officer, The Contractor shall provide the Government an estimate for system modifications by individual project, providing project data and other pertinent information in accordance with DID P013. These additions or replacements will be implemented through additional Task Order(s) or contract modification(s) (See Section H, paragraph H.7 Method of Ordering).

C.33 Reserved.

C.34 Reserved.

C.35 Reserved.

C.36 DOCUMENTATION. The Contractor shall implement and maintain a system for identification, preparation, reproduction, distribution, and maintenance of all documentation and information necessary for the Contractor's management, operation, and maintenance of the facility as well as Government management of the individual Task Orders and the total program. This documentation shall be available to the Contracting Officer upon request. Examples of necessary documentation include but are not limited to maps, inventory, operations and maintenance plans, service calls records, work order records, expense records, as-built drawings, quality control inspection documentation, etc. Documents shall be submitted to the Contracting Officer (accompanied by Form ENG 4025) on or before the dates specified in the contract and/or

task order. Submittals requiring comment and/or approval by the Government shall be reviewed and comments returned within 30 calendar days of submittal. The Contractor shall respond to the comments within 30 calendar days of receipt by modifying the submittal or by annotating the comments with reason for non-concurrence. The Government will have 15 calendar days to either approve the re-submittal or provide additional guidance to the contractor.

C.37 Reserved.

SECTION E

INSPECTION AND ACCEPTANCE TERMS

E.1 INSPECTION:

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 ACCEPTANCE:

52.246-4013 ACCEPTANCE

- a. The services delivered by the Contractor and any documentation or written material compiled must be reviewed and approved in writing by the Contracting Officer.**
- b. Government inspection and acceptance will not relieve the Contractor of responsibility for technical adequacy, or inspection of work.

Note: Acceptance by the Government of a deliverable or submittal shall also be determined in accordance with requirements set forth in each individual Data Item Description (DID). Final acceptance will be granted by the Contracting Officer only.

SECTION F DELIVERIES OR PERFORMANCE

F.1 STOP WORK

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 PERFORMANCE PERIOD :

a. System Characterization and Inventory: Performance period will be specified in the task order award.

b. Implementing Distribution Services: Performance period will be 50 years from the date of issuance of the task order.

F.3 COMMENCEMENT OF SERVICE

Commencement of service shall be in accordance with the approved transition plan.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATION DATA FOR EFFORT PERFORMED UNDER THE CLIN FOR "SYSTEM CHARACTERIZATION AND WORKPLAN":

G.1.1 CONTRACT ADMINISTRATION OFFICE

Commander
U.S. Army Engineering and Support Center, Huntsville
4820 University Square
Huntsville, AL 35816-1822

G.1.2 CONTRACTING OFFICER

Sharon H. Butler
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-CT-S
4820 University Square
Huntsville, AL 35816-1822

G.1.3 CONTRACT SPECIALIST

Laura Harbin
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-CT-S
4820 University Square
Huntsville, AL 35816-1822
Phone No. 256-895-1171

G.1.4 PROGRAM MANAGER

Curt Murdock
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-IS-FS
4820 University Square
Huntsville, AL 35816-1822
Phone No. 256-895-1325

G.1.5 BILLING PROCEDURES

The contractor shall submit invoices in accordance with the approved milestone schedule.
Billings for fixed price orders shall be submitted pursuant to FAR clause 52.232-1, Payments.

G.1.6 PAYMENT AND BILLING OFFICE

The contractor shall submit all invoices/vouchers for payment for processing to:

Submit vouchers to:
Finance and Accounting Office
U.S. Army Engineering and Support Center, Huntsville
Attn: CEHNC-RM-F
4820 University Square
Huntsville, AL 35816-1822

Payment will be made by:
Finance Center - Millington
USACE Finance Center
5720 Integrity Drive
Millington, TN 38504-5005

**G.2 ADMINISTRATION DATA FOR EFFORT PERFORMED UNDER THE CLIN
“UTILITY DISTRIBUTION SERVICES”:**

G.2.1 Contracting Officer Address:

Point of Contact and address will be provided with award.

NOTE: Under fixed price contract award, the contractor shall submit invoices with backup data for payment to the ACO address provided.

G.2.2 Payment will be made by:

To be Determined

G.2.3 Technical and Installation Representatives:

To Be Determined

G.3 CONFERENCES: Periodic meetings shall be scheduled whenever request by the Contractor or directed by the Contracting Officer for the resolution of questions or problems encountered in the performance of the work. The Contractor and/or the appropriate representative(s) shall be required to attend and participate in all conferences pertinent to the work required under this contract as directed by the Contracting Officer.

G.4 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

**G.5 52.216-4505 TASK ORDER CONTRACT AND DELIVERY ORDER
OMBUDSMAN**

The Head of Contracting Activity is required to appoint a task/delivery order ombudsman per FAR 16.505(b)(5). For all USACE contracting activities the ombudsman contact can be located at the following web site address:

<http://www.hnd.usace.army.mil>

(Go to "Doing Business with HNC", then "Directorate of Contracting", and "Vendor Information" to locate the ombudsman information.)

Ombudsman may be involved in all aspects of awarding task and delivery order contracts, the authority is limited to issues pertaining to the awarding of tasks and delivery orders under multiple award contracts.

Ombudsman may have the authority to: a) Review complaints from contractors awarded multiple award contracts that have not been afforded a fair opportunity; b) Require that the contracting officer take corrective action regarding the complaint; c) If the contracting officer doesn't agree with the ombudsman, the matter will be decided by the PARC (Principle Assistant Responsible for Contracting).

Multiple award task and delivery order contracts shall identify the ombudsman.

(End of clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS.

Prior to commencement of work, the Contractor shall furnish the original of **its** insurance certificate to the Contracting Officer. The Contractor shall maintain during the entire contract period the following minimum insurance requirements. See Section I (FAR 52.228-5).

H.1.1 Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.

H.1.2 Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

H.1.3 Worker Compensation. Workers compensation and employer's liability insurance in the minimum amount of \$100,000.

H.1.4 Changes. **The Contractor shall have an** endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until thirty (30) days after the Insurer or Contractor gives written notice to the Contracting Officer.

H.1.5 Catastrophic Insurance. The contractor is required to have catastrophic insurance to cover the replacement value of the utility system or demonstrate sufficient financial resources to replace the system in the event of a catastrophic event. **The Contractor shall provide a copy of the coverage to the Contracting Officer within 30 days after award of Task Order "Utility Services".** If the coverage is changed the contractor shall provide an updated copy of coverage within 30 days of the change.

H.2 Reserved

H.3 Reserved

H.4 INTEREST. The Contractor will be allowed to recover its interest costs associated only with capital expenditures to acquire, renovate, replace, upgrade, and/or expand utility systems. The Contractor will not be permitted to receive the facilities capital cost of money as a contract cost under FAR 31.05-10, Cost of Money. Interest rates used to calculate the allowable interest cost will be limited to 600 basis points above the Contract Disputes Act interest rate (41 U.S.C. 611) in effect at the time the Contractor makes the capital expenditure.

H.5 ANNUAL SERVICE PLAN.

The contractor shall submit an Annual Service Plan on or before February 1st of each year. The plan shall cover all work projected and estimated costs for the following Government's fiscal year (October 1 - September 30). The initial Draft Annual Service Plan shall be submitted within six months of contract award and shall cover the scope and estimated costs for the remainder of the current Government fiscal year. The Government may request clarification or modification of any plan within a thirty (30) day period from the submittal of each such plan. The Contractor shall respond to the Government's comments within a thirty (30) day period from the date it receives the Government's comments. This response shall state whether the Contractor agrees with the proposed modifications the Government has requested, or it shall include reasons why the Contractor does not agree with requested revisions. The Contractor shall not be required to modify its plan to incorporate Government comments if, in the Contractor's discretion, such changes might adversely affect health and safety standards; or if such changes are not consistent with the Contractor's operating standards and procedures for service to customer classes with service requirements substantially similar to requirements at the installation. The Government review will be for the purpose of verifying that service is

rendered in accordance with the terms of the contract and that the Contractor's proposed expenditures are consistent with the Government's budget requirements, as well as for necessity of effort and reasonability of costs. The Government may at this time negotiate with the contractor for items that affect the Government's cost of service. The contractor shall be responsible for providing the revised tasks below in accordance with the DID listed and as defined in Section C of the basic contract except as amended herein. The Contractor shall provide electronic copies along with the hardcopies. If submittal of the Annual Service Plan coincides with a price redetermination milestone, the contractor shall submit a price proposal in accordance with Section I, FAR 52.216-5, Price Redetermination – Prospective. Fixed price information contained in the Annual Service Plan submittal will be utilized to set cost spending limits.

- 1- Annual Budget and Expenditure Report: DID P007 (New)
- 2 – Capital Improvement Plan (System Expansion, Upgrade and Renewal Plan) with quality control authorities and procedures: DID P004 (Revised and updated).
- 3 – Operations, Maintenance and Repair Plan: DID P005 (Revised and updated)
 - (a) Staffing Plan: DID P014
 - (b) Compliance Plan:
 - (c) Health and Safety Plan: DID P001
 - (d) Quality Assurance and Surveillance Plan: DID P002
- 4 – Periodic System Studies: DID P009 (Revised and updated)
- 5 – Performance Measurement and Verification Plan: DID P015 (Revised and updated)
- 6 – System Inventory and Assessment: DID P003 (Revised and updated)
- 7 – Maps: DID P019 (Revised and updated)
- 8 – Emergency Operations Plan: DID P008 (Revised and updated)
- 9 – Disaster Recovery/Service Restoration Plan (Revised and updated)

NOTE: If items 2, 3, 4, 5, 6, 7, 8, or 9; do not require revisions, these documents will not be required to be reproduced in the current year's Annual Service Plan. The contractor must state which documents are not changed from the previous year in the executive summary of the Annual Budget and Expenditure Report.

H.6 ACCOUNTING PROCEDURES.

H.6.1 The Contractor shall separately record and classify all costs and payments associated with the systems on Fort Polk using the Contractor's standard accounting procedures and generally accepted accounting principles (GAAP).

H.6.2 The Contractor's accounting methodology should keep track of and clearly communicate, at any point in time, the value of the Contractor's unrecovered capital investment.

H.7 METHOD OF ORDERING - (BILATERAL OR UNILATERAL). Services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral orders using DD Form 1155. Task Order types can be fixed price, price redetermination. In the event the Government and the Contractor cannot reach an agreement on either the price and/or term for a Task Order or modification, the Government will issue the contract action unilaterally. The contractor will be required to perform in accordance with the task order or modification. All disputes will be handled in accordance with FAR 52.233-1 Disputes.

H.8 Reserved

H.9 Accounting for Capital Investment

H.9.1 Capital Upgrades, Improvements, System Expansion/Addition Projects.

The price of each capital upgrade project proposed by the offeror will be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets. Depreciation of the capital asset shall begin when the asset (upgrade/addition) is put in useful service. The contractor shall submit a schedule for each project detailing the charges by month for the entire depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

H.9.2 RECOVERABLE PORTION OF THE ACQUISITION PRICE

The acquisition price has two components: (1) Tangible Assets (structures, components, plant, equipment, inventories, etc.); and (2) Intangible Assets/Goodwill (contracts, licenses/permits, market share, strategic location, excess capacity, new business opportunities, etc.). The recoverable portion of the Acquisition Price is that portion that represents the contractor's investment in the tangible system assets. The value of the tangible assets will be determined using the replacement cost new less depreciation valuation method. This value will be recovered through cost of service charges (depreciation and interest) over the remaining useful life of the system. The intangible assets/goodwill are the and are not recoverable as a cost of service

The contractor shall submit a schedule for the cost of service depreciation charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

H.9.3 MOBILIZATION.

The capital asset costs of mobilization shall be recovered through monthly cost of service charges (depreciation and interest) over the useful life of the project assets. The contractor shall submit a schedule of charges by month for the depreciation period. The schedule shall define the depreciation period, total number of payments, and the depreciation amount and interest amount for each payment. Monthly invoices from the contractor shall refer to each specific project schedule by payment number.

SECTION I Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989

52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

SECTION I NOTES:

(1) The following clauses are not applicable to entities submitting prices set by law or regulation:

52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION) (MAY 1989)
52.230-2	COST ACCOUNTING STANDARDS (APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1998)
52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OR SERVICE FOR REGULATED SERVICES (FEB 1995)

(2) The following clauses are not applicable to public utility services:

52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (May 1989)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MILTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(3) The following clause is only applicable to entities submitting prices set by law or regulation:

52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICES FOR REGULATED SERVICES (Feb 1995)
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52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to three (3) years after the task order award for distribution services, and the second and each succeeding period shall extend for twenty-four (24) months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 180 days nor less than 60 days before the end of each redetermination period, except the last, the Contractor shall submit--

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the first month before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the

excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment

account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

NOTES:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of task order award for distribution services through fifty (50) years.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000,000**;

(2) Any order for a combination of items in excess of **\$25,000,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery,

the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **fifty (50) years from the date of task order award for distribution services.**

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

A/C Equipment Mechanic	\$16.06
Maintenance Worker	\$13.60
Electrician	\$17.95
Electrician Technician, Maintenance II	\$20.31
Plumber	\$16.51

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 60 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which

affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

52.241-9 CONNECTION CHARGE (FEB 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of **\$TBD** less the agreed to salvage value of **\$TBD**, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits. (1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of **TBD** percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under subparagraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for **TBD** months after the notice of termination by the Government such facilities on condition that--

(i) If, during such **TBD** month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such **TBD** month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within **TBD** months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

52.241-12 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a Contractor require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for **TBD** in the amount of \$ **TBD** dollars payable.

52.241-13 CAPITAL CREDITS (FEB 1995)

(a) The Government is a member of the **TBD**, and as any other member, is entitled to capital credits consistent with the bylaws of the cooperative, which states the obligation of the Contractor to pay capital credits and which specifies the method and time of payment.

(b) The Contractor shall furnish to the Contracting Officer, or the designated representative of the Contracting Officer, in writing, on an **TBD** basis a list of accrued credits by contract number, year, and delivery point.

(c) Payment of capital credits will be made by check, payable to the **TBD**, and forwarded to the Contracting Officer at **TBD**, unless otherwise directed in writing by the Contracting Officer. Checks shall cite the current or last contract number and indicate whether the check is partial or final payment for all capital credits accrued.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J

List of Documents, Exhibits and Other Attachments

EXHIBITS

- 1. Data Item Descriptions (DID)**
 - 1.1 Gas System**
 - 1.2 Electric System**
 - 1.3 Water System**
 - 1.4 Waste water System**
- 2. Eng. Form 4025**

ATTACHMENTS

- J.1 System Characterization and Work Plan**
- J.2 Utility Services, Gas**
- J.3 Utility Services, Electric**
- J.4 Utility Services, Water**
- J.5 Utility Services, Wastewater**
- J.6 Reserved
- J.7 Reserved
- J.8 Reserved.
- J.9 Reserved
- J.10 Cost Schedules (Offerors will be provided an electronic file containing these schedules)**
 - J.10.1. Rate Based Schedules**
 - J.10. 2 Estimated Cost Schedules**
- *J.11 Fort Polk Utility Maps: Available on CD upon receipt of “Request for Section J” form available for download from website.**
- J.12 Reserved
- *J.13 Inventory of Systems (Available upon formal request)**
- J.14 Cost Reimbursement Meters
- J.15 Charges for On-Post Services
- J.16 Reserved
- J.17 Sample Easement
- J.18 Bill of Sale Example

J.19 Client Authorization Letter

J.20 **Reserved**

J.21 Installation Action Plan

J.22 Cathodic Protection Systems on Gas Valves

J.23 Past Gas Replacement Contracts

J.24 O&M Manual for Natural Gas System

*J.25 List of Generators

J.26 Draft Environmental Baseline Study

J.27 Draft Environmental Assessment

J.28 Water Sampling Points

J.29 Water Discharge Permit, North Fort Polk

J.30 Water Discharge Permit, South Fort Polk

*J.31 List of Grease Traps

J.32 LPDES, Peason Ridge Cantonment Area

J.33 LPDES, Toledo Bend Recreation Area

J.34 Cross Connection and Backflow Prevention Preliminary Plan

J.35 One Line Substation Schematics

J.36 Electric Meter Readings, One-Year

J.37 High Voltage Capacitors Containing PDBs

J.38 JRTC & FP Reg 420-5, Fire Prevention and Protection Program

J.39 Service Contract Wage Rates

J.40 Service Outage Restoration Priorities

J.41 Points of Demarcation

***Attachments J.11, J.13, J.14, J.15, J.21, and J.23 through J.38 are provided for informational purposes only and no representation or warranty is made as to their completeness, correctness or accuracy. The Government shall not be responsible for any errors or omissions contained therein. Potential offerors are encouraged to visit the distribution systems and to conduct their independent examination of the systems prior to submitting their proposal.**

J.1 SYSTEM CHARACTERIZATION AND WORKPLAN

Note: The language and requirements herein may be modified to reflect the contractor's proposal to include or delete task(s) that the contractor proposed to perform during the execution of system characterization and work plan. The description of services to be performed applies to each system.

J.1.1 Task Description.

The purpose of "System Characterization and Workplan" is to characterize the system and prepare a work plan for performance of distribution services and capital improvements for the system at Fort Polk. The products (excluding the price, costs and cost breakdowns, or pricing structure) will be the property of the Government and shall not be considered proprietary information. The Contractor shall prepare the following submittals for the system characterization and work plan in accordance with the DD Form 1664s, Data Item Descriptions (DIDs) indicated. The work plan document will encompass and define the specific work to be included under Utility Services and Capital Improvements.

System Characterization:

- System Inventory and Valuation: DID P003
- Initial Systems Studies: DID P012
- System Maps: DID P019

Work Plan:

- System Expansion, Upgrade and Renewal Plan: DID P004 (short and long term)
- Operations, Maintenance, and Repair Plan: DID P005
- Periodic System Study Plan: DID P009
- Operations Facility Requirements Plan: DID P011
- Staffing Plan: DID P014
- Performance Measurement and Verification Plan: DID P015

For all submittals, the Contractor shall provide electronic copies along with the hardcopies. The Contractor shall utilize information gathered and plans generated from the site survey and studies to finalize the concept technical and cost proposals submitted in response to the Request for Proposal. Any adjustments to the contract must be supported by documented discoveries that prove assumptions made were incorrect. The Contractor must clearly identify the assumptions that were made in the concept proposal that he now believes to be erroneous. The adjustment or elimination of those assumptions, and the addition of new assumptions, must be described or stated. A detailed explanation of the effect of discoveries on the concept plan (technical and/or cost) shall be provided.

J.1.1.1 System Characterization.

J.1.1.2 System Inventory and Valuation (DID P003) and Initial Systems Studies (DID P012).

The contractor shall interview personnel and gather data from system records. Data gathered shall be independently field verified and supplemented by the contractor such that the reports generated are accurate and complete. The Contractor shall perform an initial inventory and determine the book value of the system. The system inventory and valuation shall be submitted for review in accordance with DID P003. The initial systems study report including the condition assessment and deficiency report shall be prepared and submitted for review in accordance with DID P012, Initial System Studies. The Contractor shall identify the requirements for system expansion (or system upgrades) necessary to meet the Installation's current and future utility requirements. The contractor shall coordinate with the facility master planner and ensure that

any future planned construction projects are considered and any system capacity deficiencies are identified. If plant value such as net plant in service or original installed cost is required by the pricing structure, the contractor shall, as a product of this task, describe in detail how the initial value of the plant was determined and how it will be tracked over time. Discuss the pertinent features of the accounting system used to track net plant, original installed cost (OIC), etc. Provide any reference material that publishes standard system component value and depreciation rates that will be used to determine system value.

J.1.1.3 Mapping.

The Contractor shall develop an accurate mapping system for the Installation's distribution system in accordance with DID P019.

J.1.2 Work plan.

The Contractor shall utilize information from the system characterization to verify assumptions made in responding to the initial request for proposal with regard to ownership and providing utility distribution services. The purpose of the work plan is to document the work proposed by the contractor.

J.1.2.1 System Expansion, Upgrade and Renewal Plan.

The contractor shall refer to the system condition assessment and deficiency report and identify the tasks that must be accomplished to correct system deficiencies, modifications required to ensure continuous service, modifications to minimize any service disruptions, and expansion necessary to meet future needs. The Contractor shall identify the requirements for system expansion (or system upgrades) to meet the Installation's present and future distribution services. The contractor shall coordinate with the facility master planner to ensure that future planned work is considered and any system capacity deficiencies are identified. Describe in detail the system work required to bring the system up to standards, required over the next five (5) years and assumed system work required that are expected to be required for the next 50 years to maintain the system in acceptable condition, and any expansions or abandonment required to respond to facility changes. The plan shall be completed in accordance with DID P004. This plan shall relate short term and long term expansion, upgrade and renewal work.

J.1.2.2 Operation & Maintenance Plan.

The contractor shall develop and document a plan for all operations and maintenance activities. The plan shall be completed in accordance with DID P005. The plan shall be supported by the system inventory and shall be the basis of the staffing plan. The plan may be supported by published O&M standards or other published requirements.

J.1.2.3 Periodic System Study Plan.

The contractor shall develop a periodic system study plan that documents system studies that are beyond the scope of operations related studies. The plan shall be completed in accordance with DID P009.

J.1.2.4 Operations Facility Requirements Plan.

The contractor shall prepare and submit a facility requirements plan in accordance with DD Form 1423, DIN P011.

J.1.2.5 Staffing Plan.

The contractor shall develop a staffing plan. The staffing plan shall describe the work to be performed and be supported by reference to the operations and maintenance plans and upgrade and renewal plan. The staffing plan shall be generated through a logical progression, beginning with the system inventory flowing into the O&M plan documenting master equipment list, necessary O&M tasks for each system component and the labor required to perform each task. The sum of the labor requirements for each necessary task and labor category shall be the basis for the staffing plan. The staffing plan shall indicate the type, number of employees, and location of supporting staff. Some staff may provide support only part time or through sub-

contract. The plan shall be supported by and reference the operations and maintenance plans and emergency operations plans. The plan shall be completed in accordance with DID P014.

J.1.2.6 Performance Measurement and Verification Plan.

The contractor shall develop a performance measurement and verification plan in accordance with the DID P015. The plan shall describe the contractor's method of measuring performance. The plan shall include metrics for items such as system performance parameters, system availability factors, service call response and other measures of contractor performance.

J.1.3 Final Cost and Price Proposal.

The contractor shall resubmit the cost proposal for Task Order "Utility Services", submit additional cost proposals for work required to begin implementation of design for Capital Improvements, and submit cost estimates for projects included in the 50 year system expansion, upgrade and renewal plan, all in accordance with DID P006. Material changes to the price are allowable for unforeseen conditions identified during development of the work plan. There will be no increases in the finance rates and profit. Major changes in technical approach to the work with subsequent price escalations are not expected. Because it is expected that the price will decrease after the contractor is allowed to eliminate assumptions, any price increase will be scrutinized. Detailed justification of any price increase must be provided in the system characterization report and work plan. The contractor's cost and price method shall cover all the costs and shall identify the portions of the price structure that include the costs. The cost and price section of the work plan shall document the cost of each work item although each item does not have to be priced individually. The costs shall be identified and broken out with sufficient detail to enable the Government to fulfill its duties in judging for fairness and reasonableness as well as for value to the Government. The contractor shall ensure that each item listed and/or described in Utility Services is included in their cost proposal.

J.1.4 Point of Contact

J.1.4.1 Technical Point of Contact. (To Be Provided at award)

J.1.4.2 Facility Point of Contact. (To Be Provided at award)

J.1.5 Meetings.

The contractor shall coordinate a weekly teleconference with the facility and technical point of contact during the first week of execution. Weekly meetings (may be via conference call) shall continue until all fieldwork is complete at which time the frequency may be changed to bi-weekly until completion. The Contractor shall record and publish (send copies to all attendees) the minutes of all meetings. The contractor shall attend meetings on site as necessary to facilitate review of submittals.

J.1.6 Deliverable Dispersal List:

The Contractor shall submit the number of copies indicated below for all deliverables listed in the paragraphs above to the following agencies. Data items referring to the copy dispersal shall be provided as follows: A completed Engineering Form 4025 (See Section J, Exhibit 2) shall be included with each submitted package.

<u>Agencies</u>	<u>No. of Copies</u>
Project Manager U.S. Army Engineering and Support Center, Huntsville ATTN: CEHNC-IS-FS (TBD) 4820 University Square Huntsville, AL 35816-1822	3 copies
Installation Representative	3 copies

Director of Public Works
Attn: (To be provided at time of award)

J.2 "Utility Services" NATURAL GAS DISTRIBUTION SYSTEM

Note: The language and requirements herein may be modified to reflect the contractor's proposal to include or delete task(s) that the contractor proposed to perform during the execution of system characterization and work plan. The description of services to be performed applies to each system.

J.2.1 Objective.

The objective is to contract for natural gas distribution services. The term will be specified when issued.

J.2.2 System Description, Gas.

Currently, two gas companies distribute natural gas to Fort Polk: North and South Fort Polk receive gas from Koch Gas Pipeline Company, while Entex serves the Bayne-Jones Memorial Hospital. The system supplies gas to all facilities on Fort Polk that use gas except Baynes-Jones Army Community Hospital (BJACH) (Buildings 285 and 289). See attached maps in Section J. After the main enters the installation in South Fort Area the line branches to serve the North and South Fort Polk areas. The South Fort natural gas is supplied from an 8" high-pressure (400 psi) steel gas main and the North Fort is supplied from an 8" 200 psi steel gas main.

For the South Fort, the 8" line terminates on the Installation at a meter and regulating station owned, maintained and operated by the Koch Gas Pipeline Company, approximately 125 feet east of the intersection of Idaho and Colorado Avenues. At this regulator station, the average main line gas pressure is reduced from approximately 400 psi to 70 psi by means of two 6" high-pressure regulators. The total gas consumption for Fort Polk is measured at this station by two direct digital readout meters transmitted to Koch Gas billing office. The station also includes a recording thermometer for recording the temperature of the gas, as well as a recording gravitometer installed by the Koch Gas Pipeline Company to correct for each one-thousandth (.001) variation from sixty hundredths (.60), specific gravity. The metering and regulating station, as well as the heater and scrubber, located in the station, are owned and are to be operated and maintained by the Koch Gas Pipeline Company.

After the pipeline leaves the Main Regulator Station, one branch continues east until it reaches Regulator Station No. 1 (Building 1919). This station is located between Georgia and Alabama Avenues, approximately 150 feet south of the projection of 14th Street. In Regulator Station No. 1, there are two six-inch Fisher Controls Regulators that reduce the pressure from 70 psi to the lower distribution pressure. A 4" by-pass has been built around the station to insure constant gas supply during unusual operating conditions. No safety release valve has been provided to vent gas if the system over pressurizes.

Another branch continues north to Regulator Station No. 2 (Building 611) which is located across the street from Building 712 on Colorado Avenue. In this regulator station there are two 3" high-pressure regulators of which reduce the pressure from 70 psi to the lower distribution pressure. Also, located in this station are two dual orifice meter settings, which will record the gas consumption.

For the North Fort, the 8" line terminates in a fashion similar to the South at a meter and regulating station owned, maintained, and operated by the Koch Gas Pipeline Company, just south of Mobile Street (3rd Street). At this station the main line gas pressure is reduced from 200 psi to 70 psi. The 8" steel line continues north to a Regulator Station owned and operated by the Government at Building 7219. This regulator station is similar to the South Fort Regulator Stations.

The gas pressure reduces to 18 psi for the summer months and to 22 psi for the winter months at each of the stations. The primary regulating run includes a Monitoring Regulator acting as a relief valve. The Regulating Regulator is the one that is in active service most of the time. A pressure switch/diaphragm

sensor is located between the Regulating and Monitoring Regulators. The sensor will energize a red alarm light whenever the gas pressure equals or exceeds the monitoring regulators set point.

J.2.3 Inventory.

The gas system at Fort Polk is fairly new; having been replaced in 3 major replacement projects (North Fort, South Fort, and Housing area) and some smaller replacement projects in the 1980s and early 1990s. A list of replacement projects with contract number, description, and year can be found in Section J. Drawings and specifications are also available. Most of the gas lines are PE; however, there is some steel pipe remaining in the following areas: North Fort between regulator stations (1978), 2400 area (1978), 2500 area (1940s), 4700 area (1940s), 1000 area along Alabama Avenue (1940s), and Motor Pool area (1970s). These are identified on the system maps. The cathodic protection system on the steel pipe and steel gas valves is not maintained. The system is currently operated and maintained on a non-dedicated basis. Maintenance of the lines primarily involves fixing the lines when broken or when a leak is reported. The Fort Polk gas distribution system consists of, but is not limited to

- a. Three regulator/metering stations (2 in South Fort and 1 in North Fort).
- b. Approximately 275,000 linear feet of pipe, 2" to 8". Most are plastics with some larger lines being coated steel.
- c. Approximately 416 valves of varying size.

Serves approximately 1,750 buildings located throughout the post including 750 units of family housing.

J.2.4 Natural Gas Purchasing.

Fort Polk competitively purchases all of its natural gas. The ability of the Installation to purchase natural gas at the two master metering points allows greater flexibility for selection of the lowest cost supplier.

J.2.5 System Ownership Boundries.

Upon execution of a Bill of Sale, the Contractor shall assume ownership of all Government-owned piping mains, laterals, branches, district pressure regulations stations, pressure relief devices, pressure monitors, cathodic protection devices, valves, meters and metering devices, service pressure regulators and relief devices, and all other devices directly related and necessary for the operation of distribution facilities on the Installation. This boundary is from the down-steam side of the pressure reducing valve at the gas supplier's pressure reducing station to the point of demarcation into a government facility or structure. The point of demarcation may normally be considered to be that point where a meter, pressure regulator, or shutoff valve would be installed on a similar, non-military facility. Thus, for housing, administrative, commercial or industrial facilities, transition occurs at the downstream side of the meter, pressure regulator, or shutoff valve at the facility. If more than one apparatus is installed, transition at the downstream side of the nearest device to the exterior of the facility. If no device exists, the Contractor shall install a meter and/or shutoff valve and transition occurs at that point. Refer to Section J for maps of each system. The conveyance of ownership to the Contractor will only be accomplished once the system has been inspected by the Louisiana Department of Natural Resources (DNR), Department of Pipeline Safety Office and certified as being in compliance.

J.2.6 Codes and Standards.

The contractor shall provide reliable, adequate and dependable natural gas distribution services to all facilities. The Natural Gas Distribution System shall be operated and maintained in accordance with the Code of Federal Regulations (CFR), Title 49, Department of Transportation (DOT), Sections 190, 191, 192, 199, and the DOT Guidance Manual for Operators of Small Natural Gas Systems; the National Gas Safety Code (ANSI-C2); National Gas Code, and all applicable Federal, State, and local laws, regulations, and codes.

J.2.7 Service Call Response

Upon notification of an outage or other service call in the Fort Polk cantonment area, the Contractor shall respond and take action to safeguard life and property within forty-five minutes during normal duty hours (0730-1600, Monday through Friday) and within one hour during non-duty hours. For remote areas at Fort Polk (5 miles or more from the cantonment area), the Contractor shall respond and take action to safeguard life and property within one hour during normal duty hours and within two hours during non-duty hours. To respond means that the Contractor shall be on-site with equipment/supplies to assess and make repairs. Work shall be continued until the problem is corrected, if possible. If repairs cannot be completed at that time, the Contractor shall ensure danger or risk is eliminated and shall notify the COR as to the status of the repair work. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

J.2.7.1 Response to Reports of Gas Leaks.

The Contractor shall respond to natural gas leaks and shall have them repaired within the time required by applicable codes. The Contractor shall respond and take action to safeguard life and property within one hour during normal duty hours and within two hours during non-duty hours. To respond means that the Contractor shall be on-site with equipment/supplies to assess and make repairs. The Contractor shall notify emergency management personnel (fire department, police, etc) as appropriate. If the location is found to be in the Contractor's system, the Contractor shall respond as required by 49 CFR 192 and State, local laws, regulations, and codes. If the leak is downstream of the system owned by the Contractor, the Contractor shall isolate the leak if there is potential for personal injury or property damage and report the location of the leak to the COR

J.2.8 Emergency Operations.

The Contractor shall have an emergency plan in place. If the damage from a storm or disaster is widespread and affects the Contractor's other customers (off the installation), DPW personnel at each installation must be informed of the Installation's restoration priority. The Contractor shall notify the installation DPW personnel of each situation/priority as soon as possible. The Contractor shall provide an emergency operations plan in accordance with DID # P008 and shall update the plan when changes occur but as a minimum every 5 years. It shall list the priority of service restoration for the installation and other customers (if applicable) in the service area. The contractor shall develop and document an emergency operations plan that addresses all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). See Section J for the installation's restoration priority list.

J.2.9 Metering.

The installation's natural gas suppliers are responsible for providing main metering devices. The Contractor shall assume full ownership of Government-owned meters used by the installation to bill reimbursable customers (tenants). All of these customers are or will be metered. Lists of meters on reimbursable facilities can be found in Section J. The Contractor shall provide monthly meter readings to the COR. Meter readings for temporary services (other contractors' facilities) shall be provided monthly to the COR. Cost associated with the maintenance, operation, calibration, and replacement of these meters shall be incorporated into the price of Operations and Maintenance (O&M). These meters shall be calibrated at the beginning of the contract period and every 10 years thereafter or when there is suspicion that the meter is out of calibration. Although the locations of the meters change from building to building, the overall number of secondary meters remains fairly constant. The Contractor shall provide monthly meter readings to the Contracting Officer and/or the Utilities Coordinator.

J.2.10 Odorization.

Odorization and the supply of odorant chemicals shall be the responsibility of the Contractor and in accordance with 49 CFR 192 and other applicable codes.

J.2.11 Easement and Right of Way Maintenance.

The Contractor shall perform grounds maintenance of all fenced areas housing the gas system and exclusively gas system rights of way passing through areas outside the cantonment area. Fort Polk is a community in the same sense as a city, municipality, or rural community. Tree trimming, mowing, and right-of-way maintenance shall be performed in a manner that is aesthetically consistent with the surrounding area. Regarding the use of chemicals that kill or damage trees and plants, the Contractor must abide by Ft. Polk's regulations in this area. Chemical usage will be severely limited and must be pre-approved by ENRD and the COR for different areas of the installation. The Contractor is responsible for cleanup and disposal of debris.

J.2.12 Construction In Progress at Time of Award

Utility system work for which contracts have been let, but are not completed by the date of award of "Utility Services" will be completed and conveyed to the Contractor at the fair market value of the improvements. The contractor shall update mapping and inventories to reflect system additions and deletions. The contractor shall modify his cost basis to reflect applicable changes (charges and credits to the Government) in the billing due to the system modifications.

J.2.13 Service Quality.

The contractor shall monitor and document service quality including outages and other indicators of service quality as a part of the Performance, Measurement and Verification Plan and submit the outage data per the requirements of DID P015.

J.2.14 Points of Contact

J.2.14.1 Technical Point of Contact: (To Be Determined)

J.2.14.2 Facility Point of Contact is: (To Be Determined)

J.2.15 Deliverable Dispersal List.

The Contractor shall submit the number of copies indicated on Form 1664, except as noted, for all deliverables listed in the Activities/Document Schedule to the following agencies. Data items referring to copy dispersal shall be provided as follows:

<u>Agencies</u>	<u>No. of Copies</u>
INSTALLATION REPRESENTATIVE (TO BE DETERMINED)	3 COPIES

J.3 "Utility Services" ELECTRIC DISTRIBUTION SYSTEM

Note: The language and requirements herein may be modified to reflect the contractor's proposal to include or delete task(s) that the contractor proposed to perform during the execution of system characterization and work plan. The description of services to be performed applies to each system.

J.3.1 Objective.

The objective is to contract for electric distribution services. The term will be specified when issued.

J.3.2 System Description, Electric.

J.3.2.1 Area Served.

The system areas to be included in this contract include all areas within the reservation boundaries, including but not limited to facilities in or served from the North and South Fort cantonment areas, North and South Fort housing areas, Peason Ridge area, Fullerton area, and remote areas which include but are not limited to the Multipurpose Range Complex (MPRC), the Automated Record Fire Ranges, and the Toledo Bend Recreation Area. The Fort Polk system equipment includes primary and secondary overhead and underground electrical systems; distribution transformers; regulators; substation switchgear; reclosers; oil and air switchgear; switching cabinets; street lighting; parking lot lights; area lights; ball field lighting; tennis court lighting; basketball court lighting; security lights; obstruction lights; street and area lighting in installation housing; and perimeter lights.

J.3.2.2 Operating Voltages.

The post's standard (nominal) primary distribution voltages are: 13.8/7.97 kV, three-phase, four wire (multi-grounded common –neutral); 4.16/2.4 kV three-phase, four wire (multi-grounded common –neutral); and variations of single-phase, two- and three-wire (multi-grounded common –neutral) 13.8/7.97 and 4.16/2.4 kV. The post's standard nominal utilization voltages are: 120 or 240 volts, single phase, two wire; 120/240 volt, single-phase, three wire; 120/208 volt, three-phase, four wire; 277/480 volt, three-phase, four wire; 240 volt, three-phase, three wire; 120/240 volt, three-phase, four wire; and 2400/4,160 volt, three-phase, four-wire.

NOTE: The following is a list of typical serviced load for specific locations.

South Fort Polk, Cantonment Area- 3 phase loads
South Fort Polk, Housing Area- 1 phase loads
North Fort Polk, Cantonment Area- 3 phase loads
North Fort Polk, Housing Area- 1 phase loads
Peason Ridge Area- 1 phase loads
Fullerton Areas- 1 phase loads
Ranges- 3 phase loads

J.3.3 Power Supply Points.

Fort Polk currently purchases electric service at twenty power service locations as follows:

a. Entergy supplies electricity to Fort Polk at eight service points: South Post, North Post, Artillery Road, Artillery Road and Engineering Lake, JRTC sign on Highway 47 N, the DOPPLER Radar site, the North Fort Polk Classroom, and the North Fort Polk School. Entergy delivers power to the South Post via a 67.2 MVA, 34.5 kV- 13.8 kV substation located at the north end of the South Fort Polk complex on Exchange Road. Entergy owns, operates, and maintains all of the equipment located at this substation with the exception of the distribution feeders from their point of attachment to the substation bus, and the feeder switchgear (oil-circuit breakers (OCBs)). Fort Polk owns the 9 feeders and the OCBs. Entergy maintains the OCBs. The substation contains three 22.4 MVA, 34.5 kV- 13.8

kV, three-phase, load-tap-changing transformers (total substation capacity), nine feeder circuits (A through I, rated at 13.8 KV each), and the feeder circuit protective devices. Eight of the feeders are active and one is a spare. Entergy will continue to provide electrical energy and to own the delivery and transformation equipment located at the substation. Entergy delivers power to the North Post via a 34.5 kV - 13.8 kV/ 13.8 kV – 4.14 kV substation located at Artillery Road and “K” Avenue. Entergy owns, operates, and maintains all of the equipment located at this substation with the exception of the distribution feeders from their point of attachment to the substation bus and the feeder switchgear (two vacuum-circuit breakers and two oil circuit reclosers). Fort Polk owns the 4 feeders, protective devices, and the switchgear. Entergy maintains the switchgear. The substation contains one 22.4 MVA, 34.5 kV- 13.8 kV, three-phase, load-tap-changing transformer, one 37.3 MVA, 34.5 kV- 13.8 kV, three-phase, load-tap-changing transformer, two 3 MVA, 13.8 kV- 4.16 kV, three-phase, transformers, four feeder circuits (two at 13.8 KV and two at 4.16 kV), and the feeder circuit protective devices. Entergy will continue to provide electrical energy and to own the delivery and transformation equipment located at the substation. The Artillery Road, Artillery Road and Engineering Lake, JRTC sign on Highway 47 N, the DOPPLER Radar site, the North Fort Polk Classroom, and the North Fort Polk School service points are 13.8 kV primary meter points. The Entergy primary meter equipment is pole mounted, with Government ownership beginning at the primary conductor connection on the load side of the Entergy pole. The meter equipment will continue to be owned and maintained by Entergy.

b. Valley Electric Cooperative provides power to the training range areas via 13.8 KV distribution feeders to 11 primary meter points. The Valley Electric Cooperative primary meter equipment is pole mounted with Government ownership beginning at the primary conductor connection on the load side of the VEC pole. The meter equipment will continue to be owned and maintained by Valley Electric Cooperative

c. Beauregard Electric provides single-phase 14.4 kV power to the Fullerton Area located at the southern end of Fort Polk. The Beauregard Electric primary meter equipment is pole mounted, with Government ownership beginning at the primary conductor connection on the load side of the Beauregard Electric pole. The meter equipment will continue to be owned and maintained by Beauregard Electric.

J.3.4 General Information.

a. The system serves approximately 1220 buildings located throughout the installation.

b. The existing distribution feeder circuits from the substations have adequate capacity, circuit protection, and isolation switches that will enable the shifting of loads from one feeder to another (loop and back-feed). Most of the three phase feeders are tied together through the use of air-break, gang-operated switches (normally open).

c. The majority of the underground feeders are located in the family housing areas, in and around the airfield, and in and around the active portions of the training range areas. Underground feeders have also been utilized in the construction of the newest facilities. Underground construction utilizes duct bank and manholes in some areas of the reservation and direct-buried cable in other areas.

d. Circuit protection is provided by a combination of oil circuit breakers, vacuum circuit breakers, and oil circuit reclosers (in the substations) coordinated with fused line cutouts. Lightning arresters are used to protect against over voltages. Line reclosers are installed to improve the availability factor for some of the more strategic loads on the system.

e. System Age. Approximately half of the overhead distribution system was built prior to 1968 with the remainder built in 1972 or 1985. Some of the larger conductor lines were reconstructed in 1990 or shortly thereafter. A significant portion of the overhead distribution system supplying the South Fort area has been rebuilt within the last 5 years.

f. In some areas of the reservation, the 34.5 KV Entergy transmission lines are joint-use (overbuilt) with Government-owned distribution voltage lines. Entergy owns the pole line for some of the circuit locations and the Government the pole line for others.

g. Distribution transformers are located both exterior and interior to buildings.

J.3.5 System Equipment Inventory Data.

(NOTE: Quantities are approximate and based on 1996 information. Secondary conductors are not included.)

Overhead Distribution:

Poles- 2,374 Each

Hard Drawn Bare Copper, #6- 307,320 Linear Feet

Hard Drawn Bare Copper, #4- 202,180 Linear Feet

Hard Drawn Bare Copper, #2- 214,660 Linear Feet

Hard Drawn Bare Copper, #1- 15,200 Linear Feet

Hard Drawn Bare Copper, 1/0- 23,340 Linear Feet

#2/0 Copper- 44,540 Linear Feet

#4/0 Copper- 127,140 Linear Feet

#4 ACSR- 173,560 Linear Feet

#2 ACSR- 96,760 Linear Feet

#1/0 ACSR- 12,040 Linear Feet

#4/0 ACSR- 152,200 Linear Feet

336.4 KCMIL ACSR- 591,780 Linear Feet

477 KCMIL ACSR- 261,760 Linear Feet

636 KCMIL ACSR- 31,880 Linear Feet

Pole Top Switches- 65 Each

Fused Cutouts- 211 Each (not including those associated with devices)

Capacitors- 99 Each- (75 KVAR, 150 KVAR, and 300 KVAR)

Transformers (Pole Mounted):

5 KVA- 25 Each

10 KVA- 209 Each

15 KVA- 207 Each

25 KVA- 431 Each

37.5 KVA- 142 Each

50 KVA- 207 Each

75 KVA- 71 Each

100 KVA- 21 Each

167 KVA- 3 Each

500 KVA- 3 each

Underground Distribution:

#4 Copper- 400 Linear Feet

#2 Copper – 64,620 Linear Feet

#1 Copper- 30,180 Linear Feet

#1/0 Copper- 45,200 Linear Feet

#2/0 Copper- 20,260 Linear Feet

#3/0 Copper- 38,760 Linear Feet

#4/0 Copper- 98,660 Linear Feet

#1/0 Copper- 80,460 Linear Feet

#2 Aluminum- 175,040 Linear Feet

350 KCMIL Copper- 60,120 Linear Feet

500 KCMIL Copper- 23,360 Linear Feet

DUCT- 101,210 Linear Feet (Comprised of 2", 3", 3.5", 4", and 5" sized duct.)

6" Rigid Galvanized Steel Conduit- 600 Linear Feet
Pull Boxes- 30 Each
Manholes- 106 Each

Pad Mount Transformers, 1 Phase:

15 KVA-7 Each
25 KVA-2 Each
37.5 KVA-17 each
50 KVA-36 Each
75 KVA-98 Each
100 KVA-97 Each
167 KVA- 168 Each
333 KVA-3 Each

Pad Mount Transformers, 3 Phase:

75 KVA- 3 Each
112.5 KVA- 18 Each
150 KVA- 36 Each
225 KVA- 30 Each
300 KVA- 14 Each
500 KVA- 20 Each
750 KVA- 9 Each
1000 KVA- 3 Each
2500 KVA-1 Each

Overhead Services:

681 Each (Comprised of #6 Aluminum Duplex, #6 Aluminum Triplex, #4 Aluminum Triplex, #4 Aluminum Quad, #2 Aluminum Triplex, #2 Aluminum Quad, 1/0 Aluminum Triplex, 1/0 Aluminum Quad, 4/0 Aluminum Triplex, 4/0 Aluminum Quadruplex, 350 KCMIL, and 500 KCMIL.)

Underground Services:

539 Each (Comprised of #2 Copper, 1/0 Copper, #4/0 Aluminum, #4/0 Copper, 300 KCMIL, 350 KCMIL, 500 KCMIL, 1000 KCMIL.)

Street Lights:

High -Mast, HPS- 2 Each
Mercury Vapor, Exterior Pole, 1 Light- 1051 Each
Mercury Vapor, Exterior Pole, 2 Light- 3 Each
Flood, Exterior Pole, 1 Light- 43 Each
Flood, Exterior Pole, 2 Light- 8 Each
Flood, Exterior Pole, 3 Light- 2 Each
Mercury Vapor, Wood Pole, 1 Light- 1864 Each
Flood, Pole-Mounted, 1 Lamp- 254 Each
Flood, Pole-Mounted, 2 Lamp- 128 Each
Flood, Pole-Mounted, 3 Lamp- 17 Each
Flood, Pole-Mounted, 4 Lamp- 71 Each
Flood, Pole-Mounted, 5 Lamp- 10 Each
Flood, Pole-Mounted, 6 Lamp- 36 Each
Flood, Wall-Mount- 100 Each
Overhead Streetlight Conductor – 50,040 LF
Underground Streetlight Conductor – 127,720 LF

J.3.6 System Ownership Boundaries.

The following boundaries apply except as otherwise noted. Maps of the Fort Polk electrical system are shown in Section J. These maps have an accuracy of approximately 90 percent.

J.3.6.1 Medium Voltage Primary.

For the North Post and South Post (cantonment) area, the contractor will own and maintain the feeder switchgear in the substations and the outgoing feeders described above.

For each primary meter service point described above, ownership will begin at the load side of the serving company's meter point (or other point of demarcation between the Government-ownership and the serving utility), and will end at the service lateral point described below, except for training ranges.

For training ranges (e.g. the Multi-purpose Range Complex (MPRC) and others) where medium voltage primary is routed downrange, the contractor shall own, operate, and maintain the electrical system to the low side of each downrange, pad-mounted transformer. For other ranges and for services to range buildings the contractor's responsibility shall be as described below for services.

For service to integrated or articulated secondary unit substations the contractor shall own, operate, and maintain the electrical system to the low side terminals of each pad mounted transformer. For other primary services to buildings the contractor's responsibility shall be as described below for services.

J.3.6.2 Service Laterals.

For aerial services, the Government shall assume responsibility at the service entrance connection point (weather head), with the Contractor owning and maintaining everything on the distribution system side.

For underground low voltage services, the Government shall assume responsibility at the line side lugs of the entrance panel or main disconnect switch for each building or facility served, with the Contractor owning and maintaining everything on the distribution system side.

For underground medium voltage services to buildings or facilities, the Government shall assume responsibility: at the secondary terminals of oil-filled transformers installed in vaults; and at the line side lugs of the main disconnect switch for other buildings or facilities in which no medium-voltage, oil-filled equipment is involved with the Contractor owning and maintaining everything on the distribution system side.

J.3.6.3 Street Lighting and Area Lighting.

The Contractor shall assume the responsibility for all street and roadway lighting, including fixtures, lamps, conductors, poles, attachments, and photocells. The contractor shall assume the responsibility for area lighting (to include but not necessarily be limited to ball field lighting, tennis court lighting, pool area lighting, parking lot lighting, basketball court lighting, security lighting, obstruction lighting, installation housing area lighting, and perimeter lighting). Area lighting that is to be assumed by the contractor shall be those that are pole-mounted, including all fixtures, lamps, conductors, poles, supply conductors, attachments, timers, and photocells.

J.3.7 Codes and Standards.

The contractor shall provide reliable, adequate and dependable natural gas distribution services to all facilities. Unless otherwise provided for in this contract, the contractor shall perform its required services with industry-standard construction, operations, maintenance, management, environmental, safety, and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the installation. The contractor shall perform services in accordance with all applicable local, state, and federal laws, rules and regulations, industry standards, and the Contractor's approved safety and health plan. In particular, the contractor shall utilize the following standards in the design, construction, operation, and maintenance of the system: ANSI C2, The National Electric Safety Code; the National Electrical Code (NFPA-70); the National Electrical

Manufacturers Association (NEMA); applicable standards and reference materials published by the Institute of Electrical and Electronic Engineers (IEEE); Illuminating Engineering Society (IES) standards; and Insulated Cable Engineers Association (ICEA) standards.

J.3.7 Scheduled Utility Outages.

Minimization of electrical system outages for routine electrical system maintenance is currently achieved by "working the lines hot". That is, for pole replacements and similar activities, line crew personnel utilize insulators and live line equipment to avoid de-energizing overhead circuits. Utilization of this practice or similar methods to minimize routine outages will be a contract requirement.

J.3.8 Service Call Response.

Upon notification of an electrical outage or other service call in the Fort Polk cantonment area, the Contractor shall respond and take action to safeguard life and property within forty-five minutes during normal duty hours (0730-1600, Monday through Friday) and within one hour during non-duty hours. For remote areas at Fort Polk (5 miles or more from the cantonment area), the Contractor shall respond and take action to safeguard life and property within one hour during normal duty hours and within two hour during non-duty hours. To respond means that the Contractor shall be on-site with equipment/supplies to assess and make repairs. Work shall be continued until the problem is corrected, if possible. If repairs cannot be completed at that time, the Contractor shall ensure danger or risk is eliminated and shall notify the COR as to the status of the repair work. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

J.3.9 Emergency Operations.

The Contractor shall have an emergency plan in place. If the damage from a storm or disaster is widespread and affects the Contractor's other customers (off the installation), DPW personnel at each installation must be informed of the Installation's restoration priority. The Contractor shall notify the Installation's DPW personnel of each situation/priority as soon as possible. The Contractor shall provide an emergency operations plan in accordance with DID # P008 and shall update the plan when changes occur but as a minimum every 5 years. It shall list the priority of service restoration for the installation and other customers (if applicable) in the service area. The contractor shall develop and document an emergency operations plan that addresses all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). See Section J for the installation restoration priority list

J.3.10 Temporary Connections.

The contractor shall provide temporary connections when requested by the contracting officer. If the party requesting the need of the service is a non-DOD entity (such as another contractor, etc) the contracting officer may request that arrangements be made directly with and payment for service be made directly by the requesting party.

J.3.11 Special Event Support.

The Contractor may be contracted to provide temporary power and lighting to support special events. The Government will provide at least 14 calendar days notice of the support required. The Contractor's representative will meet with the Government's representative at the site to develop the scope of effort required

Annually recurring special support include:

<u>Event</u>	<u>Month</u>	<u>Duration</u>
Carnival	April, June, October	2 days/month
Armed Forces Day	May	2 days
Independence Day	4 July	2 day
Soldier Show	August	2 days
Arts and Crafts Sale (Officers' Wives)	October	2 days
Circus	November	2 days
Change of Command Ceremonies	As needed	1 day

Month and duration are approximates based on historical data.

J.3.12 Miscellaneous Support

There may be instances (i.e., a bucket truck may be required) that the contractor's aid will be required to complete the following services. The Government will provide at least 7 calendar days notice of the support required. The Contractor's representative will meet with the Government's representative at the site to develop the scope of effort required.

- Maintenance for the rotating-beacon fixture located at the airfield vault. (None of the remaining airfield lighting will be included in this contract.)
- Stringing of the Christmas Tree lights on the tree located in front of the Chapel.
- Hanging of Banners on the streetlights.
- Restraining of ropes on flagpoles.

J.3.13 Metering

J.3.13.1 Primary Metering.

Fort Polk's electrical energy suppliers are responsible for providing metering devices to the Fort Polk Military Reservation at each substation and primary meter point as described above. The Contractor shall assume full ownership of Government-owned primary meters (approximately 22 locations) used by Fort Polk to bill reimbursable customers (tenants). These meters shall be calibrated at the beginning of the contract period, and then periodically in accordance with the Contractor's standard practice. Although the locations of the meters change from building to building, the overall number of primary meters remains fairly constant. The addition of new meters will be treated as an upgrade or extension of the system.

J.3.13.2 Secondary Metering.

The Contractor shall assume full ownership of Government-owned meters used by Fort Polk to bill reimbursable customers (tenants). All of these customers are or will be metered. These meters shall be calibrated at the beginning of the contract period, and then every ten years or when there is suspicion that the meter is out of calibration. Although the locations of the meters change from building to building, the overall number of secondary meters remains fairly constant. The addition of new meters will be treated as an upgrade or extension of the system. The Contractor shall provide monthly meter readings to the Contracting Officer and/or the Utilities Coordinator. Refer to Section J for a list of reimbursable meters.

J.3.14 Tree Trimming and Right of Way Maintenance.

The Contractor shall perform tree trimming and right of way maintenance. All routine tree trimming will be coordinated with the Fort Polk Department of Forestry. Emergency tree cutting/trimming will also be coordinated with the Department of Forestry, but may be reported after performance in situations involving outages. Fort Polk is a community in the same sense as a city, municipality, or rural community. Tree trimming, mowing, and right-of-way maintenance shall be performed in a manner that is aesthetically consistent with the surrounding area. For instance, trimming in administrative areas, barracks areas, and

housing areas should be performed in a manner to provide reliable service, while maintaining the beauty that trees and plantings provide to those areas. On the other end of the spectrum are rural areas, warehouse areas, tactical vehicle areas, etc. where aesthetics are of less concern. Regarding the use of chemicals that kill or damage trees and plants, the Contractor must abide by Ft. Polk's regulations in this area. Chemical usage will be severely limited and must be pre-approved by ENRD and the COR for different areas of the installation. The Contractor is responsible for cleanup and disposal of debris.

J.3.15 Required System Modifications.

System elements which do not meet the minimum code requirements shall be modified as follows: facilities accessible only to the contractor under the contractor's control may or may not be upgraded to meet current code requirements in accordance with the contractor's safety plan and written procedures, at the contractor's discretion; facilities that are accessible to, or that could cause hazard to civilian or military personnel will be required to comply with applicable code requirements.

J.3.16 Government Use of Electric Distribution Structures.

The Contractor shall prepare and the Installation will execute a joint use agreement that allows the government to utilize electric distribution structures for telecommunications and other government-owned signal systems at no charge. Electric distribution structures include, but are not necessarily limited to power poles.

J.3.17 Joint Use Agreements with Other Service Providers.

The Contractor shall execute joint use agreements with the Installation's local telephone service provider and television/cable service company (DOIM and Classic Cable Company). These agreements shall define: responsibilities of the joint use parties; annual charges for attachment for each pole; space allowances on the pole line for each user; and the charge for replacement of poles. These agreements shall ensure and provide for nondiscriminatory access to any pole owned or controlled by the contractor on the installation. Non-government owned pole attachments shall only be allowed on the installation when such pole attachments are necessary to serve government, tenant or other users authorized by the installation commander. The installation has a current contract with a television/cable service company providing for utilization of pole space at no charge. Provided it does not violate any applicable laws or regulations, television/cable television joint-use attachment shall be at no charge until after expiration of the current cable service contract and procurement of a new contract. If the contractor establishes that a law or regulation requires that the contractor charge the telephone service or cable service provider a joint-use fee, the contractor shall negotiate a reasonable, minimal joint-use fee with the telephone and/or cable service providers. Revenues from joint-use fees shall be credited to the Government against the cost of operation and maintenance of this contract.

J.3.18 Joint Use of Electric Distribution Ductbank.

The Government will transfer ownership of only those ducts through which cables to be transferred are routed. The Government will retain ownership of all others. The Government reserves the right to utilize existing ducts without charge, where existing supply and/or signal/communication cables (and other cables to remain the property of the Government) are installed with supply cables to be transferred to the Contractor. The contractor as part of his inventory before transfer will identify such ducts (after award of contract).

J.3.19 Energy Efficiency.

All additions, replacements, upgrades, shall be with energy efficient equipment. For example, replacement of a mercury vapor streetlight shall be with high-pressure sodium or better. The installation has attempted in the recent past to standardize all street and area lighting fixtures with high-pressure sodium type fixtures rated 70-1000W. At least 30% of the existing street and area lighting fixtures have been standardized at this date. Transformer efficiencies for replacements and additions shall be in accordance with U. S. Department of Agriculture's Rural Utility Service Bulletin 61-16, Guide for the Economic Application of Distribution Transformers, and the Environmental Protection Agency's Energy Star Program guidelines.

J.3.20 Power Factor Improvement.

The Contractor be responsible for controlling and by the installation of power factor improvement equipment (automatically switched capacitor banks) at any substation or along a feeder.

J.3.21 Change in Capacity Requirements or Character.

The Contracting Officer will inform the Contractor of any material changes anticipated in the required system capacity or characteristics of the service required at each existing serviced location or new service locations. The Contracting Officer shall provide the Contractor a copy of the annual updates to the 5-Year Capital Improvement Plan. The Contractor shall, after approval of the Contracting Officer and issuance of a contract action if required, upgrade or expand the electric distribution systems as required to provide acceptable service to all new or existing connections.

J.3.22 Construction In Progress at Time of Award

Utility system work for which contracts have been let, but are not completed by the date of award of "Utility Services" will be completed and conveyed to the Contractor at the fair market value of the improvements. The contractor shall update mapping and inventories to reflect system additions and deletions. The contractor shall modify his cost basis to reflect applicable changes (charges and credits to the Government) in the billing due to the system modifications.

J.3.23 Service Quality.

The contractor shall monitor and document service quality including outages and other indicators of service quality as a part of the Performance, Measurement and Verification Plan and submit the data per the requirements of DID P015.

J.3.24 Availability Factor.

If any failure, suspension, diminution, or other variation of service shall aggregate more than twelve (12) hours for any service location during any billing period (month) or if the Contracting Officer determines that the contractor is providing service that is less than satisfactory, the Contractor shall submit a written report within 5 working days of the request by the Contracting Officer. The report shall discuss the cause of the service quality reduction. Report shall include an updated performance measurement and verification report to show how the system is performing in relation to the set performance goals. The report shall provide a history of service (outages, service variations, etc) history for the location and list other areas of the system that may be subject to the same condition. The report shall list steps (actions and schedule for implementation) that will be taken to ensure the problem will not continue. If requested by the Contracting Officer, the Contractors Project Manager shall meet with Government representatives to discuss the poor service. If service quality continues to fall below the goals set in the approved Performance, Measurement, and Verification Plan, the Contractor may be deemed in default resulting in a reduction of the contract price to reflect the reduced value of the services provided as permitted by the applicable Inspection Clause in Section I.

J.3.25 Voltage.

The contractor will make every reasonable effort to maintain the voltage levels, as measured at the service entrance connection point, to $\pm 5\%$ for lighting, residential, and light commercial type services; and $\pm 10\%$ for large power or industrial type services. The voltage variation limits are based on constant load consuming devices or gradual load changes and not on fluctuating loads (large inrush currents, etc.). The contractor will perform random sampling of each type of service during peak and off-peak usage periods each contract year. Samples shall be taken at representative sampling points along each feeder, from each substation. Voltage data shall be incorporated in the Quality Service Plan. Sample population shall be one per thousand service points.

J.3.26 Power Factor.

The Government's policy for power factor correction is to provide integral capacitors for large motors; however, capacitor banks for power factor correction of aggregate small loads are routinely installed on feeders and sometimes at substations. The contractor will operate the system and maintain the overall system power factor to no less than 0.90 (lagging, as monitored at the supply-side of the substations). The Contracting Officer will notify the contractor of each monthly occurrence where the post fails to meet the required power factor requirement. If the post fails to meet the power factor requirement for any two consecutive months due to faulty or inoperative capacitors, the contractor will reimburse the Government for the additional charges from the power supplier (for the second and any successive months). The Contracting Officer will notify the contractor and the reimbursement will be deducted from payments due the contractor in the following month.

J.3.27 Poly-Chlorinated Biphenyls.

Fort Polk has pursued an aggressive and organized identification and remediation program for PCB contaminated equipment (testing and mass replacement of liquid filled/insulated equipment). With the exception of some liquid-insulated capacitors (see list in Section J), Fort Polk has replaced all PCB contaminated equipment identified, and the installed equipment meets the federal, state, and local requirements for PCB limits (Army standards are less than 50 PPM). Notwithstanding, the Government will still be responsible for the cost of replacement of PCB contaminated equipment that is in place at the start of this contract whether or not it has been identified prior to system transfer. If additional equipment is identified as being in place at the start of the contract, the Contractor will replace it and return it to the Government for disposal. The Contractor will otherwise be responsible for handling this equipment as prescribed by Federal, State, and local laws. The Government will be financially responsible for removal of PCB or dioxin contamination introduced into the environment prior to execution of this contract. Liquid insulated equipment installed or otherwise utilized shall be certified by the manufacturer and the contractor to be free of PCBs.

J.3.28 Points of Contact

J.3.28.1 Technical Point of Contact. (To be provided at award)

J.3.28.2 Facility Point of Contact. (To be provided at award)

J.3.29 Deliverable Dispersal List..

The Contractor shall submit the number of copies indicated on Form 1664, except as noted, for all deliverables listed in the Activities/Document Schedule to the following agencies. Data items referring to copy dispersal shall be provided as follows:

<u>Agencies</u>	<u>No. Copies</u>
Installation Representative	3 copies

J.4 . "Utility Services" WATER AND WASTEWATER TREATMENT, DISTRIBUTION, AND COLLECTION SYSTEM

Note: The language and requirements herein may be modified to reflect the contractor's proposal to include or delete task(s) that the contractor proposed to perform during "System Characterization". The contractor's approved work plan, as a result of "System Characterization and Workplan", will be executed in accordance with "Utility Services"

J.4.1 Objective.

The objective is to contract for water and wastewater treatment, distribution, and collection system services. The term will be specified when issued.

J.4.2 System Description, Water System

J.4.2.1 General Description.

Fort Polk maintains, operates, and monitors the following three potable water supply systems: 1) North Fort Polk water system, 2) North Fort Polk family housing water system, and 3) South Fort Polk water system.

J.4.2.2 North Fort Polk Water System.

The North Fort Polk Water System services approximately 5,000 persons and, with the exception of family housing, provides water to support all activities at North Fort Polk. The water supply source for the system is groundwater, and the supply system components are detailed in Table A. Potable water is stored in three elevated tanks having a total capacity of 750,000 gallons and two ground tanks having a capacity of 1,500,000 gallons.

Table A: North Fort Polk Well Data

Well Name	Pump Capacity	Pipe Dia.	Depth	Aquifer
2A-PS (V-522)	500 gpm	10 in.	588 feet	Williamson Creek
6B-PS (V-663)	600 gpm	8 in.	613 feet	Williamson Creek
6A-PD (V-504)	600 gpm	8 in.	1,288 feet	Carnahan Bayou
7B-PD (V-513)	500 gpm	10 in.	1,275 feet	Carnahan Bayou

North Fort Polk Housing Water System. The North Fort Polk Family Housing Water System services approximately 3,200 persons and provides water to family housing areas at North Fort Polk. The water supply source for the system is groundwater, and the supply system components are detailed in Table B. Potable water is stored in two elevated tanks having a total capacity of 750,000 gallons. Newly constructed green sand filters treat the potable water for removal of iron and manganese.

Table B: North Fort Polk Housing Well Data

Well Name	Pump Capacity	Pipe Dia.	Depth	Aquifer
15-D (V-515)	650 gpm	8 in.	1233 feet	Carnahan Bayou
16-D (V-514)	650 gpm	8 in.	635 feet	Carnahan Bayou

South Fort Polk Water System. The South fort Polk Water System services approximately 21,500 persons and provides water to support all activities at South Fort Polk. The water supply source for the system is groundwater, and the supply system components are detailed in Table C. Potable water is stored in four elevated tanks having a total capacity of 2,500,000 gallons and three ground-level tanks having a total capacity of 2,050,000 gallons. The South Fort Polk Water System has one substation, well 14D, located inside housing.

Table C: South Fort Polk Well Data

Well Name	Pump Capacity	Pipe Dia.	Depth	Aquifer
7B (V-669)	750 gpm	8 in.	904 feet	Williamson Creek
8C (V-659)	750 gpm	8 in.	912 feet	Williamson Creek
9A (V-497)	500 gpm	8 in.	885 feet	Williamson Creek
11A (V-518)	600 gpm	10 in.	885 feet	Williamson Creek
12A (V-661)	750 gpm	10 in.	860 feet	Williamson Creek
14D (V-496)	800 gpm	10 in.	1,415 feet	Carnahan Bayou

J.4.2.3 General Description, North Fort Polk Wastewater System

The North Fort Polk WWTP is located south of the cantonment area of North Fort Polk on the banks of Whiskey Chitto Creek. This plant was originally constructed in 1941 as a trickling filter-type plant and is currently permitted to treat up to 1.4 million gallons per day (MGD) of Wastewater Plant effluent is discharged to Whiskey Chitto Creek. The North Fort Polk WWTP treats domestic sewage from approximately 1,132 family housing units (in 349 buildings) and 800 permanent employees. Using 3.5 persons per household (pphd), approximately 3,960 military personnel and dependents are served in the North Fort Polk area. The 800 civilian employees are served for only 8 hours per day or one-third of the time that is used by the military personnel living on base. Using this information, North Fort Polk has an equivalent population of approximately 4,200 personnel. Also, 5,000 to 6,000 military personnel are on rotation for 10 days every month, except December. To accommodate for the rotation, the peak population for the North Fort Polk area is projected to be 10,200. Wastewater discharge monitoring reports (DMRs) were reviewed for the time period of February 1998 to June 1999. While no influent flow records were available, effluent records indicate that flows ranged from 9.78 to 0.52 MGD, with an average flow of 0.79 MGD.

J.4.2.4 North Fort, Collection System.

The wastewater collection system consists of approximately 16 miles of vitrified clay pipe. The system consists of two lift stations, one at the Alligator Lake Recreational Area and the other at the North Fort Polk Housing Project. The lift station at Alligator Lake pumps the sewage approximately 6,100 feet through a four-inch (4") PVC force main.

J.4.3 North Fort Primary Treatment.

Raw wastewater enters the plant and passes through a bar screen, grit chamber, and grease removal system. Debris trapped on the bar screen is removed manually using a rake. Trash is placed in a collection bin next to the bar screen. The grit chamber is used to settle out non-organic particles by slowing down the velocity of the water. The particles are then removed manually from the bottom of the chamber. The grease removal system allows the oil and grease to separate and rise to the top of the wastewater where it is manually removed and properly disposed. Trash and grit are then placed on the sludge drying beds for drying and disposal as appropriate. Water from these systems flows to a circular, center-fed, primary clarifier for sludge settling, collection and removal. Sludge is pumped from the bottom of the primary clarifier to the digesters for treatment.

J.4.4 North Fort Secondary Treatment.

Effluent from the primary treatment flows to a trickling filter, an extended aeration basin (EAB), and secondary clarifier. Since the addition of the EAB, the trickling filter is used as a roughing filter to help with "shock" loads. The EAB, which was constructed in 1992, consists of three cells that can work in either series or parallel, depending on the influent flow rate. Sludge collected in the EAB is pumped to the digesters for processing. The effluent from the EAB goes to a secondary clarifier where biological solids are trapped and are either recycled back into process or sent to the digesters. Effluent from the secondary clarifier is pumped to a chlorination/dechlorination chamber that was also added in 1992. The water is chlorinated using chlorine gas. Before the water is discharged, it is dechlorinated at the end of the chamber using sulfur dioxide. The effluent is then discharged to Whiskey Chitto Creek.

Solids Processing. Two anaerobic digesters are used to process sludge from the biological treatment facilities. The digesters are designed to be two-stage, high rate systems that operate in series. Each of the digesters is 35 feet in diameter with a depth of 16 feet. They are designed to be heated, mixed and have floating covers. Sludge from the digesters is taken to the sludge drying beds where the water is extracted. The dried sludge is then taken to a landfill for treatment or transported to a permitted landfill following analytical testing.

J.4.5 North Fort Effluent Limitations and Monitoring Requirements.

LWDPS Permit WP 0612 and NPDES Permit LA 0032239 authorize Fort Polk to discharge treated sewage effluent from the North Fort Polk WWTP into Whiskey Chitto Creek. The outfall (Outfall 001) is a 24-inch pipe that discharges directly into Whiskey Chitto Creek. These permits specify limitations and monitoring requirements for Outfall 001 that include CBOD₅, TSS, Ammonia (as NH₃-N), Chlorine, Oil & Grease and Fecal Coliform.

J.4.6 General Description South Fort Polk Wastewater System

WWTP. The South WWTP is constructed as two separate plants. Plant C is independent of the two interconnected plant sections commonly referred to as Plant A/B. Plant C was added in 1981 to increase the total capacity of the facility to 3.8 MGD. After treatment in the South WWTP, effluent is transported to a series of polishing ponds where it undergoes natural tertiary treatment before being discharged by overland flow. Additional details on the South WWTP are presented in the following sections. The South WWTP treats domestic sewage from approximately 2,874 single-family housing units, 34 barracks (158.2 persons/barracks), 190 administrative office buildings, 5 dining facilities, 2 schools (1600 students), 1 hospital (avg. 40 beds occupied daily), 4 medical clinics, 24 motor pools, and 1 public gas station. Fort Polk does not operate any facilities which can be considered significant sources of industrial discharge.

Twenty-two of the 24 motor pools noted above are equipped with vehicle washing facilities. These facilities were identified in the Fort Polk's LWDPS application as sources that produce industrial waste discharges. Fort Polk has significantly reduced the volume of discharge associated with this activity by constructing and operating a central vehicle washing facility. This facility recycles wash water by treating and storing the water for reuse. Motor pool wash racks are still used for occasional vehicle washing but the frequency and number of vehicles has been significantly reduced. The current discharge from the motor pool wash racks is estimated by Fort Polk to be 10,560 gallons per day based on 22 wash racks operating one hour per day and generating 8 gallons of wastewater per minute. The 10,560 gallons represents 0.3 percent of the total design capacity of the South WWTP (3.8 MGD). In addition, all motor pool wash racks are equipped with oil/water separators, which treat effluent prior to discharge to the sanitary sewer system. For these reasons, this activity is not considered to be a significant contributor of industrial discharge.

J.4.7 South Fort Collection System.

The wastewater collection system consists of approximately 53 miles of predominantly vitrified clay pipe. In addition, there are four forced mains of cast iron pipe fed by four lift stations. Sumps at the lift stations are equipped with high-level sensors which trigger alarms at nearby installation fire stations in the event of a lift pump failure.

J.4.8 South Fort Primary Treatment.

Raw wastewater from the collection system first enters an influent pumping station where three centrifugal pumps transfer the raw wastewater to either plant A/B or to plant C. In both plants, wastewater passes through a comminutor, two grit chambers, and a grease removal system. Collected grease is removed by a vacuum truck and disposed of by an off site contractor. In plant A/B, wastewater from the grease removal tanks is split between two circular, center-fed, primary clarifiers. Wastewater from Plant C's grease removal tank flows through a parshall flume and splitter box to one circular, center-fed, primary clarifier.

J.4.9 South Fort Secondary Treatment.

Effluent from the three primary clarifiers flows in parallel to three filters and primary clarifiers. Effluents from Plants A/B and C secondary clarifiers are combined in an effluent storage basin, referred to as an equalization basin.

J.4.10 South Fort Solids Processing.

The South Fort Polk WWTP sludge digestion process was converted from anaerobic to aerobic process operation in FY1999, and started up in FY2000. Sludge is digested aerobically in a series of four digestion tanks (two parallel-operated primary digesters, a secondary digester, and a final digester that also serves as a sludge-settling basin). After digestion and digested sludge gravity settling process, the thickened sludge is pumped (or alternatively can flow by gravity) to the South Fort Polk WWTP sludge drying beds, with the capability to add a polymer in-line that aids in more rapid dewatering of sludge on the drying beds. The South Fort Polk WWTP sludge drying beds were rehabilitated in FY2000, including rehabilitation of the subdrainage system, addition of geotextile and geomembrane liners beneath the drying bed media, and replacement of all media. Old anaerobic sludge stored on the beds prior to rehabilitation was also disposed off site during the construction activity.

J.4.11 South Fort Overland Flow System.

Wastewater is pumped from the equalization basin via a three-mile long forced main. Wastewater is then pumped through a central distribution box at the end of the main, to five sets of evaporation/percolation ponds. Each pond set, 15 to 20 acres in area, consists of three facultative ponds arranged in series. The average depth of each pond is approximately 4 feet. Pond set 1 discharges to overland flow dispersion system Outfall 001, pond set 2 discharges to overland flow dispersion system Outfall 002, pond set 3 discharges to overland flow dispersion system Outfall 003, pond sets 4 and 5 discharge to overland flow dispersion system Outfall 004. Excess water that is not evaporated/percolated is periodically discharged from the end pond in each set through a dosing siphon to irrigation pipelines, which extend 1800 feet along either side of a baygall. The term baygall is defined as the headwater of a stream surround by pine forest where an impervious clay layer has caused the groundwater to percolate to the surface, producing a perched water table and stream conditions conducive to the growth of sweetbay, redbay, and gallberry. Each irrigation pipeline is constructed of 10-inch, 8-inch, and 6-inch sections. Water is discharged through small holes spaced at a 30-inch interval along the length of the pipeline. The water filters down through a layer of fine sand, then laterally along the surface of an underlying impervious clay layer, and finally emerges at the base of the slope in a series of rivulets. This water eventually forms a small stream, which flows down the baygall and joins Drakes Creek. In this schematic, the combined outfall flow rate of 2.4 MGD is the total flow measured at Outfall 001, 002, 003, and 004. Estimated precipitation, evapotranspiration, and infiltration values are shown. The wastewater influent value of 3.3 MGD is an estimate based on known flow from outfall and estimates of precipitation, evapotranspiration, etc.

The tertiary treatment ponds are not RCRA regulated units. The tertiary treatment ponds are not included in Fort Polk's RCRA permits.

J.4.12 South Fort Emergency Storage Pond.

In the event that pumps are unable to transfer treated wastewater from the equalization basin to the overland flow system, a backup system is ready to pump the effluent to an emergency storage pond. This pond is approximately one-quarter mile southeast of the South WWTP and has a design capacity of 15 days of flow at 3.8 MGD. When pumps are again able to send flow to the overland flow system, stored water is allowed to gravity flow from the emergency storage pond to the equalization basin where it is pumped, along with treated effluent from the plant, to the overland flow system.

J.4.13 System Ownership Boundries.

Upon execution of a Bill of Sale, the Contractor shall assume ownership of the Government-owned water and wastewater system.

J.4.13.1 Water System.

This includes wells and appurtenances, surface water intake facilities, plants, regulating valves, control valves, pressure reducing valves, meters and metering devices, primary and booster pump stations, mains, water treatment facilities, water tanks, laterals, branches, and all other devices directly related and necessary for the operation of treatment and distribution facilities on the Installation. The system is inclusive from the water source (water well) to the point of demarcation. The point of demarcation is considered to be that point where a meter, shut off valve, or backflow prevention device would be installed on a similar, off-site facility. The point of demarcation is inclusive of these devices. If no apparatus exists, transition would occur where the service line enters the facility, however, the Contractor shall install a shut-off valve, backflow prevention device, and/or meter and transition shall be as described above. Also, included is fire hydrants and piping from water main to hydrants. Also included is supply lines for fire suppression systems from the water main to the building, transitioning at the first valve down stream from the backflow prevention device. Ownership extends to the service line up to the point of entry into the building, if the PIV or service valve is greater than 25 feet from the building. Ownership does not include water sprinklers, irrigation systems or non-potable water systems. Refer to Section J for maps of each system.

J.4.13.2 Wastewater System.

This includes all plants, pumping stations, lift station, treatment facilities or systems, sewer collection pipes and building or facility service lines, from the demarcation point where it exits the serviced building or facility to the point where the system leaves the installation and discharges to a public sewer or a receiving body of water. Transition occurs at the building exterior, even when a wastewater flow meter is located on the building service line. If facility has a backflow prevention device, grease trap, or oil/water separator, transition occurs at the upstream side of the device and includes the device. If facility contains an outside or yard cleanout, the demarcation point is the upstream side of the cleanout. Refer to Section J for maps of each system.

J.4.14 Codes and Standards.

The contractor shall provide reliable, adequate and dependable water treatment, water distribution, wastewater collection and wastewater treatment services to all facilities located on Fort Polk. The Water Distribution System shall be operated and maintained in accordance with Louisiana Department of Natural Resources; Safe Drinking Water Act; National Primary Drinking Standards; American Water Works Association recommended practices, Mil-HDBK-1008C, Fire Protection for Facility Engineers, Design, and Construction; National Fire Protection Association Codes and Standards, NFPA 1; the applicable state, local, and Federal safety, fire, and environmental laws/codes and as stated herein for Installation. The contractor shall supply clear, potable water unless otherwise authorized, safe for human consumption in accordance with the standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. The contractor shall meet all Federal, State, and Local Laws; Regulations including the Safe Drinking Water Act and Louisiana State Sanitary Codes (LSSC), as amended.

J.4.15 Water Quality Complaints.

The contractor shall respond within 2 hours to all water quality complaints. The contractor shall determine cause of problem and make corrections as applicable. Notifications of findings will be given to the Government within 8 working hours and in writing within 2 days upon leaving the site of the complaint.

J.4.16 Water Quantities

Historically the South Fort Polk Water Plant, North Fort Polk Water Plant, and the North Fort Family Housing system have furnished an average flow of 2.5, 0.6, and 0.5 million gallons per day, respectively. The

contractor shall furnish up to the following quantities of water at the quality stated from the three Fort Polk Water Systems.

The South Fort Polk Water Plant: 4.8 million gallons/day (MGD)

The North Fort Polk Water Plant: 2.7 MGD

The North Fort Family Housing System: 1.5 MGD

J.4.17 Permits

The contractor shall obtain and maintain the appropriate permit from the State Health Officer, Department of Health and Hospitals (DHH), to operate and maintain the Fort Polk water systems as described herein.

J.4.18 Service to Peason Ridge and South Toledo Bend/Pirates Cove.

The contractor shall be responsible for subscribing to the East Central Vernon Water District for service to the Peason Ridge Cantonment area and the South Toledo Bend/Pirates Cove Water system for service to the Toledo Bend Recreation site.

J.4.18.1 System Pressure

The distribution system shall be maintained such that all buildings have a water supply pressure between 20-40 pounds per square inch gauge (psig) at their service entrance and that all fire hydrant flows meet the National Fire and Safety Codes. Water restrictions shall not be instituted unless it is for emergency repairs.

J.4.18.2 Water Storage.

The contractor shall maintain minimum water storage levels in the storage reservoirs to meet fire flow requirements, domestic emergency storage, and pressure equalization.

J.4.18.3 Testing

The contractor shall be responsible for ensuring that the water quality as described above is met in the distribution system at the point of consumption. This includes, but is not limited to, compliance testing, chemical treatment and making written reports to the state and federal governments and to Fort Polk. The contractor shall notify the Director of Public Works and the Contracting Officer within four (4) hours of any failure to meet State and Federal water quality requirements. Notification shall include complete details on what standards were not met and the actions the contractor is taking to come into compliance.

J.4.18.4 Leak Detection and Repair

In the contractor's normal day to day operations, the systems shall be observed for leaks, investigated, and all leaks found shall be repaired. Every five years the contractor shall perform a leak detection survey of the complete water and wastewater distribution systems. Leaks shall be repaired by the contractor within a week of discovery.

J.4.18.5 Metering.

The Contractor shall assume full ownership of Government-owned meters used by the installation to bill reimbursable customers (tenants). All of these customers are or will be metered. Lists of meters on reimbursable facilities can be found in Section J. The Contractor shall provide monthly meter readings to the COR. Meter readings for temporary services (other contractors' facilities) shall be provided monthly to the COR. Cost associated with the maintenance, operation, calibration, and replacement of these meters shall be incorporated into the price of Operations and Maintenance (O&M). These meters shall be calibrated at the beginning of the contract period, and then every twenty years thereafter or when there is suspicion that the meter is out of calibration. The Contractor shall be asked to provide monthly meter readings to the Contracting Officer and/or the Utilities Coordinator.

J.4.18.6 Fire Hydrants.

The Contractor shall own, operate and maintain fire hydrants located on the installation. Contractor shall be responsible for fire hydrant flushing and testing program to ensure capacity and pressure meet all requirements. Hydrant testing shall be coordinated with, and approved by the post Fire Department. The contractor shall utilize applicable standards such as Mil-HDBK-1008c, Fire Protection for Facility Engineers, Design, and Construction; National Fire Protection Association Codes and Standards, NFPA 1; the applicable state, local, and federal safety, fire, and environmental laws/codes and as stated herein for the Fort Polk Military Installation.

J.4.18.7 Lead and Copper Sampling Program.

The contractor shall be responsible for a lead and copper sampling program. A program is currently ongoing for all three water supply systems. Lead and copper are recognized as common materials used in the construction of water piping systems. The purpose of the program is to quantify levels of lead and copper at the taps for comparison to action levels specified in the federal drinking water standards.

J.4.18.8 Sampling.

The contractor shall be responsible for daily operations of the three water supply systems including collecting the routine samples (at the 52 sampling sites designated for the three systems) necessary to demonstrate compliance with the primary drinking water standards. Water Treatment. The Contractor shall maintain water quality throughout the distribution system to meet current standards of the Louisiana Department of Health. Water line and water storage tanks disinfect is identified in these standards.

J.4.18.9 Certification of Operators.

The Contractor shall provide certified water treatment operators in compliance with applicable Louisiana Department of Health.

J.4.19 General Requirements, Wastewater System

The contractor shall provide reliable, adequate and dependable wastewater treatment, and collection services to all facilities on Fort Polk. The contractor shall be required to provide all wastewater treatment, and collection utility service(s) on a 24 hour, 365 days per year basis. The contractor shall maintain flow capabilities in the system at all times to meet required codes and prevent sanitary sewer overflows.

J.4.20 Codes and Standards.

The Wastewater collection and treatments system shall be operated and maintained in accordance with the Louisiana State Sanitary Codes, the Louisiana Department of Environmentally Quality (LaDEQ) codes, the Water Environmental Federation Standards, the applicable state, local, and Federal safety, and environmental laws/codes and as stated herein.

J.4.21 Pretreatment

The contractor shall design and implement an industrial pretreatment monitoring program as required by the State. The contractor shall be responsible for characterization of all suspect influent to the sewer system, shall set discharge limits necessary to protect the system and environment, and shall monitor the discharges periodically to determine compliance. The Government will not be subject to contractor imposed fines but will be liable for any contractor incurred costs associated with its failing to meet pretreatment requirements.

J.4.22 Permits

The contractor shall obtain and maintain the appropriate permit(s) from the LaDEQ, to own, operate and maintain the Fort Polk wastewater systems as described herein. If permit requirements change, then the contractor will be required to meet these changed requirements. Additional compensation shall not be paid to the contractor for changes in

permit requirements.

J.4.23 Service Call Response.

Upon notification of an outage, stoppage, or other service call in the Fort Polk cantonment area, the Contractor shall respond and take action to safeguard life, property, and the environment within forty-five minutes during normal duty hours (0730-1600, Monday through Friday) and within one hour during non-duty hours. For remote areas at Fort Polk (5 miles or more from the cantonment area), the Contractor shall respond and take action to safeguard life and property within one hour during normal duty hours and within two hour during non-duty hours. To respond means that the Contractor shall be on-site with equipment/supplies to assess and make repairs. Work shall be continued until the problem is corrected, if possible. If repairs cannot be completed at that time, the Contractor shall ensure danger or risk is eliminated and shall notify the COR as to the status of the repair work. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

J.4.24 Certification of Operators and Operating Permits.

The Contractor shall provide certified wastewater treatment plant operators in compliance with applicable Louisiana Department of Health, Louisiana Environmental Protection Agency and U.S.E.P.A. The Contractor shall be responsible to obtain all operating permits and discharge permits required by all regulators, as applicable.

J.4.25 Sludge Disposal.

The contractor shall be responsible for sludge disposal off post IAW applicable laws/regulations. The government will occasionally require certain amounts of sludge hauled to the Fort Polk land farm. Over the past ten years, the range was from 0 tons to 650 tons of sludge, with an average of 254 tons.

J.4.26 Emergency Operations.

The Contractor shall have an emergency plan in place. If the damage from a storm or disaster is widespread and affects the Contractor's other customers (off the installation), DPW personnel at each installation must be informed of the Installation's restoration priority. The Contractor shall notify the installation DPW personnel of each situation/priority as soon as possible. The Contractor shall provide an emergency operations plan in accordance with DID # P008 and shall update the plan when changes occur but as a minimum every 5 years. It shall list the priority of service restoration for the installation and other customers (if applicable) in the service area. The contractor shall develop and document an emergency operations plan that addresses all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). See Section J for the installation restoration priority list.

J.4.27 Easement and Right of Way Maintenance.

The Contractor shall perform grounds maintenance of all fenced areas housing the water and waste water system and exclusively water and wastewater system rights of way passing through areas outside the cantonment area. Additionally, the contractor shall specifically perform grounds maintenance at the treatment plants, wells, sewage lift stations, booster stations, and water towers and tanks. Fort Polk is a community in the same sense as a city, municipality, or rural community. Tree trimming, mowing, and right-of-way maintenance shall be performed in a manner that is aesthetically consistent with the surrounding area. Regarding the use of chemicals that kill or damage trees and plants, the Contractor must abide by Ft. Polk's regulations in this area. Chemical usage will be severely limited and must be pre-approved by ENRD and the COR for different areas of the installation. The Contactor is responsible for cleanup and disposal of debris.

J.4.28 Change in Capacity Requirements or Character

The Contracting Officer will inform the Contractor of any material changes anticipated in the required system capacity or characteristics of the service required at each existing serviced location or new service locations. The Contracting Officer shall provide the Contractor a copy of the annual updates to the 5-Year Capital Improvement Plan. The Contractor shall, after approval of the Contracting Officer and issuance of a contract action if required, upgrade or expand the water and wastewater utility systems as required to provide acceptable service to all new or existing connections.

J.4.29 Construction In Progress at Time of Award

Utility system work for which contracts have been let, but are not completed by the date of award will be completed and conveyed to the Contractor at the fair market value of the improvements. The contractor shall update mapping and inventories to reflect system additions and deletions. The contractor shall modify his cost basis to reflect applicable changes (charges and credits to the Government) in the billing due to the system modifications.

J.4.30 Service Quality.

The contractor shall monitor and document service quality including outages and other indicators of service quality as a part of the Performance, Measurement and Verification Plan and submit the outage data per the requirements of DID P015.

J.4.31 Points of Contact

J.4.31.1 Technical Point of Contact. (To Be Determined)

J.4.31.2 Facility Point of Contact. (To Be Determined)

J.4.32 Deliverable Dispersal List.

The Contractor shall submit the number of copies indicated on Form 1664, except as noted, for all deliverables listed in the Activities/Document Schedule to the following agencies. Data items referring to copy dispersal shall be provided as follows:

<u>Agencies</u>	<u>No. of Copies</u>
Installation Representative (To Be Determined)	3 copies

SECTION K

Representations, Certifications and Other Statements of Offerors

AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

(list names, titles, and telephone numbers of the authorized negotiators).

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **Definition.** Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Representation.** [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221210-Gas; 221122-Electric; 221310-Water; and 221320-Wastewater.

(2) The small business size standard is: Gas-500 employees; Electric-4 million megawatt hours; Water-\$6 million; and Wastewater-\$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has

already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this

exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L

Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

L.1 PROPOSAL PREPARATION INSTRUCTIONS

L.1.1 GENERAL

L.1.1.1 Mailing Instructions: Packages and/or envelopes containing the Technical Proposal and Cost Proposal shall be marked with the solicitation number and mailed to U.S. Army Engineering and Support Center, Attn: CEHNC-CT-S (**Ms. Laura Harbin**), 4820 University Square, Huntsville, AL 35816. Neither facsimile nor electronic offers are authorized.

L.1.1.2. Packaging Instructions: The Technical Proposals and Price Proposals shall be completely separate from each other, in separate binders, with no intermixing of materials. Multiple cost proposals may be enclosed in a single binder, but should be clearly marked to indicate the system, or systems, included in each particular proposal. No contractual price information should be included in the Technical Proposals. As the Technical Proposal should describe the capability of the Offeror to participate in this effort, it should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with the Government's Statement of Work shall be considered technically unacceptable and shall not be considered further. The Offeror must submit a definitive proposal to achieve the end results that are set forth in the Government's requirements. The Offeror should furnish the following information, which will be used to evaluate the proposal. The information should be submitted as listed below.

L.1.1.3 Formatting Instructions: Technical Proposals are to be submitted in original and 8 machine reproduced copies. The technical Proposal text should be typed, single space, Courier font, 12 pitch (or equivalent) and submitted on standard (8 1/2" x 11") paper, with foldouts no more than 17" long. Technical proposals should be no more than 150 pages in length (single-sided), exclusive of attachments, cover page, and table of contents.

L.1.1.4 Proposal Contents: The Price Proposals shall be submitted separately from the Technical Proposals, and shall consist of Sections B, K and Standard Form (SF) 33 (Section A) of this solicitation and cost information required by Section L. An original and 6 machine reproduced copies are required.

L.1.1.5 Return of Proposals: Proposals submitted in response to this solicitation will not be returned.

L.1.1.6 Duration of Proposals: Proposals shall remain effective for 180 days from the date of receipt.

L.1.1.7 Documents Incorporated by Reference: Documents such as statutes, tariffs, operating manuals, and specifications may be incorporated by reference however the full text document should be provided as an attachment to the appropriate volume.

L.1.1.8 Insurance: The offeror shall indicate in its proposal whether it will be obtaining insurance or be self insured. The proposal should include terms of the insurance, limits of coverage, and deductible amounts. In accordance with Section H, paragraphs 1.6 and 1.7, the offeror is required to have catastrophic insurance. If self insured, the offeror shall demonstrate sufficient financial resources to replace the system in the event of a catastrophic event. (This will not be an evaluated factor; however, it will be considered in determining responsibility.)

L.1.1.9 Number of Awards:
If the contractor is awarded multiple systems a single award will be made for said systems. Therefore, the number of awards may be less than the number of systems listed in the RFP.

L.1.1.10 Alternate Proposals and Exceptions to Terms and Conditions

The Government encourages the submission of alternate proposals which add value when compared with the requirements in the RFP. Provide a rationale explaining the advantages of the alternate proposal to the Government. Exceptions taken to individual terms and conditions of the RFP shall be clearly identified in the price proposal, under a separate tab. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide a rationale in support of the exception, explaining its effect in comparison with the original requirements of the RFP. This information shall be provided in the format and content of the table below. Unless included in this volume, no exceptions to terms and conditions will be assumed and any resultant contract will incorporate the terms and conditions of the RFP.

RFP EXCEPTIONS

RFP Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOW, RFP Model Contract, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government

L.1.2 EXPERIENCE, ORGANIZATION STRUCTURE AND TECHNICAL APPROACH (FACTOR 1)

The offeror's technical proposal will present the offeror's experience and the offeror's proposed organization. It shall document the offeror's approach to providing utility services to the installation.

L.1.2.1 Experience.

Describe the offeror's comparable experience within the last five (5) years in providing the type(s) of utility service for which the offeror is proposing. Comparable service should be for individual or classes of customers whose service requirements are similar to those specified in this solicitation. Measures for comparable service may include, but not be limited to, such factors as utility system line miles, capacity, number of customers and/or service locations, valuation of utility facilities, geographic area served and type and magnitude of individual or collective capital projects.

L.1.2.2 Organization.

The offeror shall submit a Management Plan and organization chart showing the offeror's corporate structure and lines of authority. Resumes of offeror's designated key personnel (to include on-site key personnel) should be included in the proposal. Provide letters of commitment for all subcontractors that are to provide significant portions of the work. Roles and responsibilities should be discussed. The Government is particularly interested in the qualifications of on-site supervisors, to include those personnel who will interact with the Government for the purposes of planning and daily coordination. The offeror should address which team members will perform various tasks (prime or subcontractor) and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). The offeror should address how efficiency will be attained all areas while providing a high level of quality service. The offeror should address resources available for the support of the project, including facilities, equipment, inventory, and staffing. Include information on union agreements that may affect this contract. If the offeror is a municipal utility or other not for profit organization, please discuss how you are organized and the essential aspects of your corporate charter. Discuss what role and authority any state or local governing board or agency and/or city council will have in contract approval, operations and ratemaking. Provide a description of regulatory

constraints and performance, to include a description of all regulatory influences and how they interface with the offeror's performance under the contract. As applicable, an Offeror should reference tariffs, rules and other documented procedures that would guide or control the performance of the technical effort.

L.1.2.3 Technical Approach

L.1.2.3.1 Technical Approach, "System Characterization and Workplan" (See Section J.1, System Characterization and Workplan). The offeror shall propose how the scope of work for this task will be accomplished. This task requires the contractor to fully characterize the system and create a plan for execution of Utility Services. For this task and each supporting DID, the offeror shall propose a detailed work plan and schedule for execution. "Detailed" means a complete specific description of the work the contractor will perform to meet the scope of work. Each element of the scope of work should be addressed in the proposed work plan. The offeror should sequentially follow the task and DID performance requirements, specifically addressing and expanding upon the performance requirements and documenting the proposed work plan for each. In preparation of the proposal for this task, the offeror will provide contractually binding work plans documenting the work to be performed. For each portion of the work the offeror shall clearly state: what the offeror proposes to do; how he proposes to perform the work; the personnel he proposes to utilize (skill level, qualifications, etc); where each part of the work is to be performed (onsite, at offeror's offices, etc.); what equipment he proposes to use; the type, level, and amount of assistance he expects to receive from the Government; and a proposed performance schedule. The contractor shall submit as part of its proposal, a schedule for execution of this Task Order.

EXAMPLE: As an example of the level of scope detail required, the on-post portion of this Task Order is anticipated to be a combination of physical examination of the system elements, records research, and interviews with O&M personnel to obtain the necessary information to perform the System Characterization. In the technical proposal the offeror would describe the field investigation to be performed (both qualitatively and quantitatively).

The work plan for the mapping update should include:

- details of how an offeror will determine and document the location of the system equipment (both above and below grade),
- how many elements he proposes to utilize to verify the system element location relative to the mapping coordinate system,
- what records would be utilized for mapping updates,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in updating the mapping system.

The work plan for the inventory, valuation, and condition assessment should include the details of:

Inventory –

- what equipment (nameplate/birthmark/size) information will be recorded,
- how it will be procured, together with statements as to whether each piece of equipment will be examined or whether it will be done on a sampling basis (how many & what sample frequency),
- what records would be utilized for development of the inventory,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in development of the inventory.

Valuation –

- if the valuation includes field work,
- the methodology for determination of fair market value (appraisal, book value, business value, etc),
- who will perform the valuation and a description of their qualifications,
- how the valuation will be accomplished.

System condition -

- **how the condition will be determined,**
- **the number and identity of devices that will be tested for operability or other condition parameters,**
- **what records would be utilized for development of the system condition and how the offeror would obtain them.**

The above described concept of a complete work plan should be used for all tasks.

The offeror is encouraged to amend (expand or contract) the work requirement description as necessary to meet the purpose of this Task Order and to prepare for execution of Task Order “Utility Services”. Additions or deletions should be fully documented in its proposal.

L.1.2.3.2 Technical Approach, Utility Services (Sections J.2, J.3, and J.4.). The offeror shall demonstrate its understanding of the scope of work of this effort by detailing how each of the following tasks will be accomplished. These elements will form the basis of the contractor’s proposal and can only be changed or modified by information obtained during the System Characterization task.

- Initial Upgrade/Replacement Plan.** The offeror **shall** describe from its perspective, the current condition of the system and the tasks that must be accomplished prior to transfer of ownership and after transfer. The offeror **shall** describe its criteria for **upgrades and/or replacements and provide** a work plan to upgrade the system to industry standards, State and Federal codes. **The offeror shall also** indicate if the system will be partially or totally replaced. **Describe in detail the initial system upgrades/replacements that will be required and provide a work plan in accordance with the level of detail required to support the price proposed (Section L, Paragraph L.1.4.4).** The offeror shall include a schedule for performance (fiscal year) for system upgrades/replacements for effective definition of the offeror’s plans, differentiating between the tasks that must be accomplished prior to and after transfer of ownership. Provide as much detail as possible to indicate the actual work to be performed. List specific projects to be executed and, if possible, list the plant units and number of units that it expects to be replaced or refurbished. The offeror should document any assumptions it had to make concerning system condition. This plan will be verified during the performance of “System Characterization and Workplan” (See Section J.1). Material changes to the plan are allowable for unforeseen conditions identified during the site investigation, however, detailed justification must be provided for changes and deviations.
- Capital Improvement Plan.** In addition to immediate refurbishment proposed, the offeror **shall** provide a concept 5-year capital improvement plan **that provides a detailed project-by-project proposal for years one through five. In addition, the offeror shall document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology to support his proposal).**
- System Valuation.** The offeror **shall** describe the method used in determining the value of the system and if the price is dependent on the system value. **The offeror’s proposal should include: if the valuation includes field work; the methodology for determination of fair market value (appraisal, book value, business value, etc); who will perform the valuation and a description of their qualifications; and how the valuation will be accomplished.**
- System Transfer Plans.** The offeror **shall** provide a transition plan and proposed schedule for the assumption and transfer of ownership of the distribution system, with major tasks and durations identified on a **schedule** chart. Address all key tasks particularly the initial system survey and inventory, ownership transfer, and system upgrade **work**.
- Operation & Maintenance Plan.** The offeror shall describe how system operation and maintenance will be accomplished as it relates to who will be responsible for daily O&M, whether it will be performed with in-house staff or subcontracted, and what standards will be followed. The offeror should provide published O&M standards if company standards are to be followed or reference standards if nationally recognized standards are proposed.

(1) Staffing Plan. The offeror shall address which team members will perform various tasks (prime or subcontractor) and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). The offeror should address how efficiency will be attained in all areas while providing a high level of quality service.

(2) Compliance Plans. The offeror shall address technical plans for insuring safe and reliable service, including compliance with applicable environmental, health, and safety requirements. A safety plan clearly indicating adherence to applicable safety regulations and OSHA laws should be included.

h) Emergency Operations Plan. The offeror **shall** describe how minor emergency repairs (leaks or other such minor emergencies) will be accomplished as it relates to who will be responsible and whether it will be performed with in-house staff or subcontracted personnel. Describe where the staff will be located and the positions to be located there. Indicate the expected responses to routine and emergency service requests and how quickly you can respond.

i) Disaster Recovery/Service Restoration Plan. The offeror **shall** describe how major disaster recovery (major line breaks, widespread power line damage, other such emergencies) will be accomplished as it relates to who will be responsible and whether it will be performed with in-house staff or subcontracted personnel. Describe where the staff will be located and the positions to be located there. Indicate the expected responses to extensive system damage and how quickly you can respond. Refer to Section J for each Installation's restoration priorities.

j) Service Continuity Assurance Plan. The offeror **shall** describe any plans to ensure continuous service and minimize any service disruptions as it relates to system configuration modifications proposed, line maintenance practice, and line repair practice.

k) Records Management Plans. The offeror **shall** describe any system planning and records management that will be instituted.

l) Offeror(s) **shall** describe any proposed requirements for type and quantity of space, if the offeror proposes to locate operations facilities on-post.

L.1.3 PAST PERFORMANCE (Factor 2)

The offeror shall submit to the Contracting Officer its past performance information described below as part of its proposal. Past performance references and contracts submitted may include those with Federal, State, or local governments, and those with commercial or private customers of similar scope, size and complexity for efforts similar to the Government requirement.

L.1.3.1 References. The offeror should provide references for at least six of the offeror's largest customers or projects of similar scope, magnitude, and complexity. Projects cited and references should be recent (within the last 5 years of the date of the proposal). *Reference information should include the name and address of the customer, as well as a primary point of contact and telephone number.* Two of the references should be for projects or customers where conflict and complaint resolution has been necessary. You are required to submit the information listed below for each reference provided for this factor:

- Demand/Demand Capacity/Flow – Therms (natural gas), kWD (electric),
MGD/kGal (water)
- Distribution Plant Value
- Number of Individual Service Points
- Size of Area Served (if known-square footage of customer's serviced premises)
- Number of Customers (if multiple occupancy)
- Type of Service provided (e.g.O&M Services, Commodity)
- List of Type of Customers within the Service/Project Area (e.g. Medical Facilities,
Housing Area, Apartments, Industrial Customer, Office Building,
Shopping Mall, Communications, etc.)

References will be contacted to obtain Past Performance information. If the offeror fails to provide valid customer contacts, past performance references may not be considered.

L.1.3.2 System Acquisitions. The offeror shall provide a list of all system acquisitions completed within the last 10 years or currently in progress, which are of similar scope, magnitude, and complexity to the requirements of this request for proposals. NOTE: If the offeror has no such acquisitions, a negative response is required. The list should include the following:

1. Name of the acquisition or project
2. Brief description of contract or subcontract
3. Annual outage data for the last five years or similar performance measurements
4. Total contract value
5. Period of performance
6. Principal parties involved and telephone numbers

L.1.3.3 Past Performance Evaluation: During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror and owners/clients, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, and appropriately factor the information into the evaluation. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination. In the event an offeror lacks a record of relevant past performance, or if information is not available, the offeror will not be evaluated favorably or unfavorably for past performance. The agency will base the past performance information on the project experience provided in Factor 1 and the Past Performance Questionnaire Forms received in response to this solicitation, as well as all other relevant and reliable sources of information authorized by the solicitation relating to past performance.

L. 1.3.4 Subcontractor Past Performance Evaluation: The Government will evaluate past performance information on each pre-selected subcontractor, identified in the offeror's proposal, that will perform more than 10% of the effort. During past performance evaluation, the Government reserves the right to look outside the offers for past performance information of the identified subcontractors.

L.1.3.5 Awards and Certifications. The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Identify the segment of the company (one division or the entire company) which received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. **A negative response is required if the offeror has no awards or certifications.**

L.1.4 PRICE/COST PROPOSAL PREPARATION INSTRUCTIONS - (FACTOR 3)

L.1.4.1 System Acquisition Price. (CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA)

The offeror shall offer a price for conveyance of all right, title, and interest of the United States in the utility system. The consideration may take the form of a lump sum credit or monthly credit as a reduction in charges for the utility services provided. The offeror shall provide price support for the proposal, methodology, and assumptions on which it is based. The methodology for determination of fair market value (appraisal, book value, business value, etc) shall be substantiated in the price proposal.

L.1.4.2 System Characterization and Workplan. (CLINS 0001AB, 0002AB, 0003AB, 0004AB,0005AB)

The offeror shall propose a firm fixed price for execution of the services described in Section J, Attachment J.1. The offeror shall provide price support for the proposal, methodology, and assumptions on which it is

based. The methodology for determination of fair market value (appraisal, book value, business value, etc) shall be substantiated in the price proposal.

L.1.4.3 Utility Distribution Services. (CLINs 0001AC, 0002AC, 0003AC, 0004AC, 0005AC)

The offeror shall propose a fixed monthly charge for 36 months. The fixed monthly charge shall include all costs to provide utility services to the installation including operation and maintenance and capital recovery for replacements and renewal costs. Prices proposed for the Fixed Monthly Charge shall be based on expected price levels during the first three years of utility service.

L.1.4.4 Capital Investment Recovery - (CLIN 0001AD, 0002AD, 0003AD, 0004AD, 0005AD). The offeror shall propose a price for capital investment recovery as described in Section H, paragraph H.9. Capital costs may include, but not be limited to initial capital upgrades, the recoverable portion of the Acquisition Price, Mobilization capital costs, and capital costs of other upgrade or improvement projects proposed. The monthly cost of service charges (as described in H.9) for each capital project shall be summed to define cost of service charge for this CLIN.

L.1.5 Price Proposal Details. The offeror shall complete the cost backup schedules in Section J, Attachment J.10. The schedules shall be submitted in hardcopy and electronic formats (Microsoft Excel) on 3.5" disks or compact disk. The offeror may propose using one of the following methods: 1) The Rate Based Method or 2) The Estimated Cost Method (reference Section J, Attachments J.10.1 and J.10.2). The rate-based method is one whereby the O&M price is estimated using the offerors historical cost rate (e.g., \$/mile) or a price-based rate (e.g. \$/Therm) to serve similar customers through similar utility systems receiving a similar level of service. The price developed from a rate-based method will be supported by the offerors documented historical cost to providing similar services to similar customers with the service defined by the offeror's service policy and line extension policy. The estimated cost method will be based on a detailed line item cost estimate, to perform the work. The estimated cost method requires that the work plan be defined in the proposal by task. The price developed from a detailed line item estimate will be supported by the offerors documented work plan, work breakdown structure, and cost estimate for specific tasks. The offeror may use a combination of these methods (e.g., routine O&M may be priced based upon historical costs and any special services provided beyond those included in the standard service policy that are required by the contract may be priced based upon a detailed cost estimate.

Costs should be included in one of three categories, 1) annual operations and maintenance, 2) capital costs (system expansion, upgrade, and renewal), 3) mobilization. Annual operations and maintenance includes all costs associated with routine activities such as staffing, equipment, materials, periodic studies, subcontract costs, etc. (in some cases, capital renewal cost may be included in the O&M cost). Annual O&M should also include all costs not associated with the mobilization, system expansion, upgrade, or major renewal projects.

The offeror shall provide the data required either under paragraph L.1.5.1 or L.1.5.2 (See Section J, Attachment J.10 Rate Based Pricing Method and Estimated Cost Based Pricing Method) for O&M work plus the data required by paragraphs L.1.5.3 for mobilization costs and L.1.4 for system expansion, upgrade, and renewal. Section L.1.6 should be addressed by all offerors. Separate breakouts are required for each system the offeror is submitting bids for (i.e. if bidding on combinations of systems the offeror must submit separate cost breakouts for each system).

L.1.5.1 Rate Based Method - Utility Services, Annual Operations, Maintenance, and other Routine Costs for fifty years. If the offeror's estimating technique is to develop this proposal based on a historical cost rate (e.g., \$/mile) or a price based rate (e.g., \$/kWh) to serve similar customers through similar utility systems receiving a similar level of service, the offeror shall provide the following:

a. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the rate proposed. (A Service Policy is defined as a written description of service to be provided for the price charged. For companies regularly engaged in utilities work, a customer might expect to receive any and all necessary distribution system O&M, system renewal, and some system improvements all for a set

rate. Any work specified by the company's published line extension policy would be provided at an extra charge. The Service Policy in this case would be the combination of the company's published line extension policy plus a statement that all service outside that defined by the line extension policy is provided at the rate proposed. For items that fall outside the standard service policy (such as mobilization) and that may fall within the offerors line extension policy (such as system expansion and possibly initial system upgrades), the offeror will have to submit a detailed work plan in order to define the work to be performed.)

b. Price Backup. The offeror shall explain the method used to develop the price estimate. In addition, the offeror shall:

- Provide a narrative describing the similarities of the Army base as a customer to the customer rate class served by the comparable system (e.g. commercial, residential, industrial).
- Provide the Rate Support Schedule in section J (Attachment J.10 Rate Based Pricing Method and Estimated Cost Based Pricing Method). This schedule compares the characteristics of similar systems verses the characteristics for the Army base (i.e., age, condition, size, construction standards, location, regulatory standards, etc). Schedule items provided are not limited to those listed on the schedule and some may not apply.
- Provide the service policy for the similar systems.
- Prepare a schedule of the specific rate components and their share of the total rate. Include discussions about the comparability of respective rate components for the similar system and the Army utility system(s). This comparison will include a comparison of the cost or price elements that comprise the rate you are proposing (such as distribution operation expense, distribution maintenance expense, meter reading expense, customer accounts expense, customer service expense). The measuring criteria used for these comparisons will be those that are standard to the respective industry (e.g., dollars per kWh, dollars per line mile, etc). Clearly show and explain how the rate is adjusted for differences in the respective plants, services or conditions under which the services are provided. Clearly distinguish capital renewal and upgrade effort that is included in the proposed rate.

L.1.5.2 Estimated Cost Method - Utility Services, Annual Operations, Maintenance, and other Routine Costs for fifty years. If the offerors estimating technique is based on a build-up of estimated costs, offeror shall provide the following.

a. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the price proposed.

b. Price Backup. The offeror shall explain the method used to develop the price estimate. The offeror shall submit support for the price proposed including a detailed line item estimate developed from the offerors documented work plan, work breakdown structure, and cost estimate for specific tasks. In addition, the offeror shall:

- For staffing costs, complete the schedule in Section J (Attachment J.10 Rate Based Pricing Method and Estimated Cost Based Pricing Method) to show each staff person along with the man-hours, labor rate, fringes, and overhead burdens. Provide the amount of profit/fee for a complete price for the staff. Clearly show how these profits are applied to the selected tasks.
- For periodic study costs, no fill-in schedule is specifically provided, however the offeror should provide a detailed task by task cost estimate to support the price included in the project table to show the associated man-hours, labor, materials, equipment, and overhead cost for each major line item or task. If performed by in-house personnel, cross-reference the labor with the staffing plan.
- For other annual O&M costs such as equipment, materials, taxes, etc., complete the cost schedules as appropriate (see Section J). Items provided are not limited to those listed and some may not apply. Utilize the Description column to clarify assumptions and explanations.
- For O&M executed by subcontract, define the work and provide costs estimates.

The offeror is required to indicate, in the schedule, if a proposal is for single or multiple systems (i.e. natural gas, water, electric, or separate for each system). Describe and illustrate how various overhead amounts/rates

are computed and applied to various line items or task. Taxes and franchise fees, if applicable, shall flow straight through to the Government without any sort of mark-up designed to benefit or compensate the contractor. Federal Taxes and any CIAC tax should be separately identified in the schedules provided. For all annual O&M costs, provide the amount of profit/fee for a complete price for the annual O&M. Clearly show how these profits are applied to the selected tasks.

L.1.5.3 Mobilization. Mobilization is the effort to get set-up at the site including new buildings, warehouses, etc. with equipment in place and ready to begin the O&M of the utility system(s). The contractor should propose the following:

a. The offeror should provide a copy of the detailed work plan for all mobilization requirements.

b. **Price Backup.** The offeror should explain method used to develop the price estimate. Fill out the cost and price spreadsheets provided in Section J. Provide additional schedules to support the direct cost estimate and describe and illustrate how the indirect cost is applied to the respective cost assertions. Mobilization items provided are not limited to those listed on the schedules and some may not apply. Utilize the Description column to clarify assumptions and explanations. Also, provide an equipment/vehicle list showing the purchase or lease cost for all items to be placed in service. Provide the amount of profit/fee for a complete price for the mobilization function. Clearly show how these profits are applied to the selected tasks.

L.1.5.4 System Expansion, Upgrade, and Renewal for years 1-50. The System Expansion, Upgrade, and Renewal effort consists of all work necessary to upgrade the system to meet industry standards; expand the system as necessary for fifty years to meet growth requirements; and renew the system to replace system components that have reached the end of their useful life for the fifty years of the contract.

a. **Work plan.** The offeror should provide a copy of the detailed work plan for all expansion, upgrade, and renewal requirements submitted under Section L, paragraph L.1.2.3 for years one through five. The offeror should document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology to support the price proposed). Discuss the line extension policy and categorize work that will require a contract and price modification (e.g. new connections, new distribution beyond that identified in this proposal, etc.).

b. **Price Backup.** The offeror should explain methods used to develop the cost estimate. The offeror should prepare the fifty-year Capital Support Schedules in section J (Attachment J.10). The offeror should provide a detailed project by project cost estimate for years one through five, to support the price included in the project table to show the associated man-hours, labor, materials, equipment, overhead cost, and profit/fee for each major line item or task. The proposal should contain the details of the methodology used to arrive at the proposed costs and the unit cost data used to formulate the cost proposal components. If you regularly solicit unit price proposals from local contractors for installation of typical plant units and you utilized these prices to estimate your upgrade costs, provide a copy of your latest price sheets. If performed by in-house personnel and labor costs are accounted for elsewhere, cross-reference the labor with the staffing plan. For each project proposed, clearly identify sizes, types, quantities, and unit cost for all items (e.g. poles, fixtures, conductor, cable, transformers, piping, pumps, valves, etc.). For each project prepare an amortization schedule displaying the year and month that the asset(s) are placed in service. The Prime's construction management should be shown separately. Provide the amount of profit/fee for a complete price for the systems upgrade function. Clearly show how these profits are applied to the selected tasks. Describe how work that falls within your line extension policy and categorized as work that will require a contract and price modification (e.g. new connections, new distribution beyond that identified in this proposal) will be priced. If for example your firm has a standard pricing policy for this work and has published rates for these services, submit your policy and rates. The offeror should document his projection of expansion, upgrade, and renewal requirements to the best of his ability for years six through fifty (providing his rationale and methodology in determining the price provided). These annual amortized costs will flow into the fifty-year capital summary schedule.

L.1.6 Other Price Issues.

L.1.6.1 The offeror shall describe the accounting system proposed for this contract. The offeror shall also discuss in detail the method of accounting for cost incurred executing the requirements of this contract. This method should account for all cash flows between the Government and the Contractor and all direct and appropriately allocated indirect costs incurred by the contractor.

L.1.6.2 If plant value such as net plant in service or original installed cost is proposed, the offeror should describe in detail how the initial value of the plant will be determined and how it will be tracked over time. Discuss the pertinent features of the accounting system used to track net plant, original installed cost, etc. Detail any reference material that publishes standard system component value and depreciation rates that will be used to determine system value if appropriate.

L.1.6.3 The proposed method should include a finance rate which the offeror proposes for capital cost recovery (Section H.9).

L.1.6.4 The offeror should discuss in detail the tax implications that the proposal is based on. The offeror should address what taxes the offeror has assumed will apply to the work. Taxes to be addressed should be CIAC taxes, property taxes, income taxes (Federal and State), and any sales taxes that may be attributable to the work.

L.1.7 SMALL BUSINESS PARTICIPATION (FACTOR 4)

INSTRUCTIONS FOR SMALL BUSINESS PROPOSED USAGE AND SMALL BUSINESS USED IN PAST CONTRACTS.

Any Small Business/Small Disadvantaged Business subcontractors identified in your written proposal must be submitted under Small Business Participation, Proposed Usage and in the individual subcontracting plan required by FAR 52.219-9, which will be submitted and approved before the for award.

Note specifically, FAR 52.219-8, Utilization of Small Business Concerns, FAR 52.219-9, Small Business Subcontracting Plan, FAR 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and DFARS 252.219-7003, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD contracts).

L.1.7.1 Small Business Participation:

L.1.7.1.1 Proposed Usage – The offeror should provide a table listing the percentage of total contract to be subcontracted. Of the percentage to be subcontracted, the table will indicate the principal types of supplies and services to be subcontracted to small business, service-disabled veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (The listing of SDB shall include subcontracts to HBCU/MI). Each firm will be identified and the percentage [%] and dollars [\$s] of subcontracted amount will be shown. The offeror should explain for each small disadvantaged business concern for which it seeks evaluation credit the particular regulatory basis on how the concern is eligible for such status. This listing must be consistent with any proposed subcontractors presented in the proposal.

L.1.7.1.2. Usage on Past Contracts – The offeror shall provide a table listing small business goals and achievements for the projects identified in the proposal (L.1.3.1 above). This table shall list the percentage (%) of final contract amount of the project subcontracted, the percentage (%) goal on the approved subcontracting plan, and the percentage (%) of the actual amount subcontract to small business, small disadvantaged business (SDB), and women owned business. The listing for SDB shall include the percentage (%) and the dollars (\$s) subcontracted to HBCU/MI.

Percent of final contract amount subcontracted ____%.

NAME OF PROJECT (Must be completed for each project listed in L.1.3.2 above)

NAME OF PROJECT	Small Business	Small Disadvantaged Business	Women Owned Small Business	Hub-Zone Small Business	Service-Disabled Veteran-Owned Sm. Bus.	Veteran-Owned Small Business
Goals from Approved Subcontracting Plan						
Actual Percentage (%) Subcontracted						

L.1.8 SUBCONTRACTING PLAN. In accordance with FAR 19.704, DFARS 219.704, the following information shall be contained or addressed in each offeror's subcontracting plan, except for small business concerns.

(1) Separate percentage goals, expressed terms of percentages of total planned subcontracting dollars (see FAR 52.219-9), for using small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required;

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business, veteran-owned small business, HUBZone small business, small disadvantaged business (the goals for Small Disadvantaged Business shall include subcontracts with HBCU/MI [see DFARS 219.704 and 226.70]), and women-owned small business concerns;

(4) A description of the method used to develop the subcontracting goals;

(5) A description of the method used to identify potential sources for solicitation purposes;

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

(7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

(8) A description of the efforts the offeror will make to ensure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;

(9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the

offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));

(10) Assurances that the offeror will-

- (i) Cooperate in any studies or surveys as may be required:**
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;**
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulation (reporting shall be in accordance with the instructions on the forms or as provided in agency regulations); and**
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295; and**

(11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veterans-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

Offerors are specifically notified that based on DFARS 252.219-7003 (g) and as a supplement to FAR 52.219-9, in those subcontracting plans which specifically identify small, small disadvantaged, and women owned businesses, the Contractor shall notify the ACO of any substitutions of firms that are not small, small disadvantaged, and women owned businesses for the firms listed in the subcontracting plan. Notification shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

The apparent awardee is cautioned that Army FAR (AFARS), Appendix DD will be used to review and score the subcontracting plan in the context of this particular procurement. A copy of AFARS, Appendix DD can be found at:

<http://farsite.hill.af.mil/reghtml/regs/other/afars/APDD.htm>

The formal subcontracting plan, as required by FAR 52.219-9, will be a stand-alone document to be evaluated for the apparent awardee only, but must be submitted with the proposal of all offerors, except small business concerns.

219-704 Subcontracting plan requirements.

(a)(1) The goal for use of small disadvantaged business concerns shall include subcontracts with historically black colleges and universities (HBCU) and minority institutions (MI) (see Subpart 226.70), in addition to subcontracts with small disadvantaged business concerns. Subcontracts with historically black colleges and universities and minority institutions do not have to be included in the small disadvantaged business goal in commercial items subcontracting plans.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.215-1 (May 2001) Alternate I and II (Oct 1997) -- Instructions to Offerors -- Competitive Acquisition.

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an

exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Fixed Price, Redetermination** contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Engineering & Support Center, Attn: CEHNC-CT-S/Sharon Butler, 4820 University Square, Huntsville, AL 35816-1822.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. BASIS FOR CONTRACT AWARD: The Government will award a contract(s) from this solicitation to the responsible offeror(s) whose offers conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation.

M.2. ACCOUNTING SYSTEM: Offerors lacking an acceptable accounting system may be determined unacceptable for award.

M.3. EVALUATION FACTORS FOR AWARD

This section contains factors the Government will consider in evaluating proposals submitted in response to the solicitation.

The Government will evaluate all proposals received and if it determines that privatization of the subject distribution system(s) is in the Government's best interest, a contract(s) will be awarded to the offeror(s) whose proposal(s) is deemed to be the best value to the Government. The evaluation factors are listed below:

Factor 1	Experience, Organization Structure and Technical Approach
Factor 2	Past Performance
Factor 3	Cost/Price
Factor 4	Small Business Participation

(a) Factor 1 is:

- (1) Slightly more important than Factor 2; and
- (2) Significantly more important than each of Factors 3 and 4.

(b) Factor 2 is significantly more important than each of Factors 3 and 4.

(c) Factor 3 is significantly more important than Factor 4.

(d) The non-priced Factors of 1, 2, and 4 combined are significantly more important than the priced Factor 3.

Factor 1 – Experience, Organizational Structure and Technical Approach.

The offeror's overall technical approach (including the soundness of said approach), combined with its presentation of experience (including demonstrated/communicated knowledge), and organization will be evaluated for suitability in relation to the Government's needs. Specifically, Factor 1 will be evaluated based on the following subfactors:

- a. Experience
- b. Organizational Structure
- c. Technical Approach

All sub-factors are of equal importance.

Factor 2 – Past Performance (Offeror and identified subcontractors). Subfactors are:

- a. Quality of product or service, to include meeting contractual requirements.
- b. Timeliness of performance.
- c. Safety
- d. Customer Satisfaction.

All sub-factors are of equal importance. Each offeror will be evaluated on past performance under existing and prior contracts/subcontracts for services similar in scope, magnitude, and complexity to this requirement. Past performance pertaining to the offeror is somewhat more important than past performance pertaining to the proposed subcontractors.

Factor 3- Cost/Price.

This factor will be evaluated based on the following:

- a. Cost will not be an adjectivally rated criterion; however, it will be competitively evaluated as to reasonableness and price realism (analysis of the total price [not separate cost items] to determine whether the estimated proposed price is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the methods of performance described in the offeror's proposal.
- b. Comparison of Offered Prices with the Government Estimate: In accordance with 10 USC § 2688, authority to privatize a utility system is subject to the action being in the long-term economic interest of the Government. To determine whether that criteria is met, the Government will use the prices proposed for distribution services to develop a projected 50-year cash flow. The present value of the projected cash flow will be calculated and compared to the Government's present value estimate for a 50-year cash flow for Government ownership and operations and maintenance. Present values will be calculated at the discount rate specified in Appendix C of the Office of Management and Budget (OMB) Circular A-94 that is current at the time proposals requested herein are due.

Factor 4 – Small Business Participation.

Sub-factors, which are of equal importance, are:

- (a) Proposed Usage
- (b) Usage on Past Contracts

Offerors who are a small business, HUBZone small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and veteran-owned small business concern will be given full credit for this factor.

M.4. ADJECTIVAL RATING STANDARDS

The first, second, and fourth evaluation factors will be adjectivally rated according to the guidance provided below:

Excellent: To receive this adjectival rating, the offeror must far exceed the requirements of the solicitation for the factor/sub-factor in question. In addition, the offeror has an outstanding approach and/or special qualification for the criterion being evaluated. The offeror demonstrates either through experience or approach, as applicable, that they bring some special contribution to this criterion and the project. The offeror has outstanding attributes that are very specifically applicable to the criterion. Exceptionally low risk of failure. No significant weak points.

Good: To receive this adjectival rating, the offeror must exceed the requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that they have a good approach and are well qualified to perform the effort. The offeror has similar experience, or an approach, clearly applicable to the criterion. Minor risk of failure. Weak points can be readily overcome.

Satisfactory: To receive this adjectival rating, the offeror must satisfy all requirements of the solicitation for the factor/sub-factor in question. The offeror demonstrates that its organization can reasonably be expected to successfully perform these criteria. The offeror has acceptable experience, or an approach, which can be applied to these criteria.
Acceptable risk of failure. Weak points, even significant weak points, identified but can be overcome.

Marginal: To receive this adjectival rating, the offeror satisfies a good number of the requirements of the solicitation (it may be unclear whether an offer meets the requirement, or shortcomings may be overcome) for the factor/sub-factor in question. Very real risk of failure. Significant weak points or failure to demonstrate the capability to meet a requirement may exist that could be overcome with some impact to the work.

Unsatisfactory: To receive this adjectival rating, the offeror satisfies some (or perhaps none of the) requirements of the solicitation for the factor/sub-factor in question. The offeror has a basic lack of understanding of the requirements, or has major problem(s) on approach, resulting in failure to meet requirements in critical areas. Major revision required to reach acceptability. Near certain risk of failure.

The evaluators may assign further distinguishers such as low, mid, or high to each of the adjectival ratings described above if needed and warranted to properly portray the quality of each proposal.